



City of Pembroke Pines

**NINTH AMENDMENT TO
PROFESSIONAL CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
IN REM SOLUTIONS, INC.**

THIS AMENDMENT ("Ninth Amendment"), dated _____, is entered into by and between:

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

and

IN REM SOLUTIONS, INC., a For-Profit Corporation as listed with the Florida Division of Corporations, with a business address of **875 Aurelia Street, Boca Raton, FL 33486** hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **April 18, 2018**, the Parties entered into the Professional Consulting Services Agreement ("Original Agreement") for the provision of Grant Writing Consulting Services for an initial **one (1) year period**, effective October 1, 2017, and which expired on **September 30, 2018**; and,

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

WHEREAS, on **June 21, 2018**, the Parties executed the First Amendment to the Original Agreement to renew the term thereof for an additional, **one (1) year** period, which expired on **September 30, 2019**; and,

WHEREAS, on **September 6, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to include a \$40,000 increase to the estimated annual amount for the additional 266 hours of work needed during the fiscal year; and,

WHEREAS, on **October 8, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **September 30, 2020**; and,

WHEREAS, on **August 11, 2020**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to decrease the hourly rate from one hundred fifty dollars and

*City of Pembroke Pines*

zero cents (\$150.00) to one hundred forty dollars and zero cents (\$140.00), and the annual compensation amount from one hundred fifteen thousand dollars and zero cents (\$115,000.00) to one hundred seven thousand, three hundred twenty-four dollars and zero cents (\$107,324.00) and to renew the term for an additional **one (1) year** period, which expired on **September 30, 2021**; and,

WHEREAS, on **August 12, 2021**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to increase the hourly rate to one hundred fifty dollars and zero cents (\$150.00), to decrease the annual compensation amount to seventy-five thousand dollars and zero cents (\$75,000.00), and to renew the term for an additional **one (1) year** period, which expired on **September 30, 2022**; and,

WHEREAS, on **June 27, 2022**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **September 30, 2023**; and,

WHEREAS, on **August 16, 2023**, the Parties executed the Seventh Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **September 30, 2024**; and,

WHEREAS, on **August 27, 2024**, the Parties executed the Eighth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which will expire on **September 30, 2025**; and,

WHEREAS the Parties desire to increase the hourly rate of compensation from one hundred fifty dollars and zero cents (\$150.00) to one hundred seventy dollars and zero cents (\$170.00), while maintaining the annual, not-to-exceed compensation amount at seventy-five thousand dollars and zero cents (\$75,000.00); and,

WHEREAS the Parties further desire to renew the term of the Original Agreement, as amended, for an additional, **one (1) year** period, as set forth in this Ninth Amendment.

W I T N E S S E T H

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

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

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

SECTION 3. Section 4.1 of the Original Agreement, as amended, is hereby revised and amended as set forth below:



“4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. CITY agrees to compensate CONSULTANT for all services performed and properly invoiced by CONSULTANT at a rate of **ONE HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$170.00) per hour**, on an as-needed basis. The total fee for all services performed shall not exceed **SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00)** annually.”

SECTION 4. Scrutinized Companies.

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

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

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

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

4.1.2.2 Is engaged in business operations in Syria.

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

5.1 Definitions for this Section.

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

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

5.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or



services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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

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

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

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

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

SECTION 6. 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 Ninth Amendment, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 7. 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 Ninth Amendment, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 8. 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 Ninth Amendment and submitting the executed required affidavit, the CONSULTANT represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 9. 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 Ninth Amendment, CONSULTANT certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Ninth Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 10. Compliance with Foreign Entity Laws. CONSULTANT ("Entity") hereby attests under penalty of perjury the following:

- 10.1 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);
- 10.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 10.3 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);
- 10.4 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);
 - 10.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
 - 10.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 11. In the event of any conflict or ambiguity by and between the terms and provisions of this Ninth Amendment, and the Original Agreement, as amended, the terms and provisions of this Ninth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 12. 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 13. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Ninth Amendment. The exhibits, if not physically attached, should be treated as part of this Ninth Amendment and are incorporated herein by reference.

SECTION 14. Each person signing this Ninth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Ninth 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 Ninth Amendment.

SECTION 15. This Ninth 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 Ninth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

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



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:

Jacob G. Horowitz

A563A1DDEFD5417...

Print Name: Jacob G. Horowitz

OFFICE OF THE CITY ATTORNEY

August 6, 2025

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

DEBRA E. ROGERS, CITY CLERK

CONSULTANT:

IN REM SOLUTIONS, INC.

DocuSigned by:

Signed By: *Lisa Mulhall*

0400025BD7AB4EB...

Printed Name: Lisa Mulhall

Title: President

August 6, 2025



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: August 6, 2025

ENTITY: **IN REM SOLUTIONS, INC.**

SIGNED BY: DocuSigned by: Lisa Mulhall
0400025BD7AB4EB...

NAME: Lisa Mulhall

TITLE: President



City of Pembroke Pines

**EIGHTH AMENDMENT TO
PROFESSIONAL CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
IN REM SOLUTIONS, INC.**

THIS AMENDMENT ("Eighth Amendment"), dated August 27, 2024, is entered into by and between:

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

and

IN REM SOLUTIONS, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **875 Aurelia Street, Boca Raton, FL 33486**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **April 17, 2018**, the Parties entered into the Professional Consulting Services Agreement ("Original Agreement") for the provision of Grant Writing Consulting Services, for an initial **one (1) year** period, which commenced on **October 1, 2017**, and naturally expired on **September 30, 2018**; and,

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

WHEREAS, on **June 21, 2018**, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional **one (1) year** period, which expired on **September 30, 2019**; and,

WHEREAS, on **September 6, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to include a \$40,000 increase to the estimated annual amount for the additional 266 hours of work needed during the fiscal year; and,

WHEREAS, on **October 8, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **September 30, 2020**; and,

WHEREAS, on **August 11, 2020**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to decrease the hourly rate from one hundred fifty dollars and



City of Pembroke Pines

zero cents (\$150.00) to one hundred forty dollars and zero cents (\$140.00), and the annual compensation amount from one hundred fifteen thousand dollars and zero cents (\$115,000.00) to one hundred seven thousand, three hundred twenty-four dollars and zero cents (\$107,324.00) and to renew the term for an additional **one (1) year** period, which expired on **September 30, 2021**; and,

WHEREAS, on **August 12, 2021**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to increase the hourly rate to one hundred fifty dollars and zero cents (\$150.00), to decrease the annual compensation amount to seventy-five thousand dollars and zero cents (\$75,000.00), and to renew the term for an additional **one (1) year** period, which expired on **September 30, 2022**; and,

WHEREAS, on **June 27, 2022**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **September 30, 2023**; and,

WHEREAS, on **August 16, 2023**, the Parties executed the Seventh Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which will expire on **September 30, 2024**; and,

WHEREAS the Parties desire to renew the term of the Original Agreement, as amended, for a **one (1) year** period, 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. The Original Agreement, as amended, is hereby renewed for a **one (1) year** period commencing on **October 1, 2024**, and naturally expiring on **September 30, 2025**.

SECTION 3. Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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



City of Pembroke Pines

boycott of Israel; or

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

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

3.2.2 Is engaged in business operations in Syria.

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

4.1 **Definitions for this Section.**

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

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

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

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

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

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

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

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but



City of Pembroke Pines

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

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this 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 6. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

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

SECTION 8. 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 9. 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.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Samuel E. Goral *Mon. 7/31/24*

Print Name: SAMUEL E GORAL
OFFICE OF THE CITY ATTORNEY

BY:

DocuSigned by:

E2D2D4AA8795454...

MAYOR ANGELO CASTILLO

ATTEST:

DocuSigned by:

Debra E. Rogers

F8EA9A23A58B417...

~~DEBRA E. ROGERS, CITY CLERK~~

August 27, 2024



BY:

DocuSigned by:

Charles F. Dodge

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

CONSULTANT:

IN REM SOLUTIONS, INC.

Signed By:

DocuSigned by:

Lisa Mulhall

0400025BD7AB4EB...

Printed Name: Lisa Mulhall

Title: President



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 10.

File ID: 24-0761

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/07/2024

Short Title: Contracts Database Report - August 21, 2024

Final Action: 08/21/2024

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

(A) Blue Marlin Investments, Inc. d/b/a Cayco Landscaping - IFB #
PSPW-23-11 Citywide Trees, Plants, and Other Landscaping Materials -
Renewal

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

(C) Maccabi Landscape Corporation - PSPW-23-11 Citywide Trees, Plants,
and Other Landscaping Materials - Renewal

(D) Tropical Touch Gardens Center, Inc. - PSPW-23-11 Citywide Trees,
Plants, and Other Landscaping Materials - Renewal

***Agenda Date:** 08/21/2024

Agenda Number: 10.

Internal Notes:

Attachments: 1. Contract Database Report - August 21, 2024, 2. A. Blue Marlin dba Cayco-PSPW-23-11 Trees, Plants and Other (AB), 3. B. In Rem Solutions, Inc-Grant Writing Services Agreement (All Backup), 4. C. Maccabi Landscape Corp. - PSPW-23-11 Trees, Plants and Other Landscape (AB), 5. D. Tropical Touch Gardens - PSPW-23-11 Trees, Plants and Other Landscaping (AB)

Related Files:

1	City Commission	08/21/2024	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) Blue Marlin Investments, Inc. d/b/a Cayco Landscaping - IFB # PSPW-23-11
Citywide Trees, Plants, and Other Landscaping Materials - Renewal**

- 1. On September 28, 2023, the City entered into an Agreement with Blue Marlin Investments, Inc. d/b/a Cayco Landscaping as part of a pool of vendors for the provision of trees, plants, and other landscaping materials on as needed basis for various landscaping projects that arise throughout the City, for an initial one (1) year period, which expires on September 27, 2024.
- 2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for five (5) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
- 3. The Public Services 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 September 28, 2024, and naturally expire on September 27, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$500,000
- b) **Amount budgeted for this item in Account No:** Funds are available in account 001-539-6004-546161-0000-000-0000- (R&M Landscaping) and the R&M Land & Building accounts within other department budgets.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1-year projection of the operational cost of the project:**

	FY2025
Revenues	\$0.00
Expenditures	\$500,000.00
Net Cost	\$500,000.00

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

Agenda Request Form Continued (24-0761)

FEASIBILITY REVIEW:

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

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

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

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

1. On April 17, 2018, the City entered into a Professional Consulting Services 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, and on August 16, 2023, the City entered into the Sixth and Seventh Amendments, respectively, each to renew the term for an additional one (1) year period, thus extending the term of the Agreement to September 30, 2024.

9. The Administration Department recommends that the City Commission approve this Eight Amendment to renew the term for an additional one (1) year period commencing on October 1,

Agenda Request Form Continued (24-0761)

2024, and naturally expiring on September 30, 2025, 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) 1-year projection of the operational cost of the project:**

	FY2025
Revenues	\$0.00
Expenditures	\$75,000.00
Net Cost	\$75,000.00

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

FEASIBILITY REVIEW:

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

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** 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.
- 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 \$142,662.

(C) Maccabi Landscape Corporation - PSPW-23-11 Citywide Trees, Plants, and Other Landscaping Materials - Renewal

1. On September 28, 2023, the City entered into an Agreement with Maccabi Landscape Corporation as part of a pool of vendors for the provision of trees, plants, and other landscaping materials on as needed basis for various landscaping projects that arise throughout the City, for an initial one (1) year period, which expires on September 27, 2024.
2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for five (5) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
3. The Public Services Department recommends that the City Commission approve this First

Agenda Request Form Continued (24-0761)

Amendment to renew the term for an additional one (1) year period, which shall commence on September 28, 2024, and naturally expire on September 27, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$500,000
- b) **Amount budgeted for this item in Account No:** Funds are available in account 001-539-6004-546161-0000-000-0000- (R&M Landscaping) and other accounts within various department budgets.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1-year projection of the operational cost of the project:**

	FY2025
Revenues	\$0.00
Expenditures	\$500,000.00
Net Cost	\$500,000.00

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

FEASIBILITY REVIEW:

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

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

(D) Tropical Touch Gardens Center, Inc. - PSPW-23-11 Citywide Trees, Plants, and Other Landscaping Materials - Renewal

1. On October 5, 2023, the City entered into an Agreement with Tropical Touch Gardens Center, Inc. as part of a pool of vendors for the provision of trees, plants, and other landscaping materials on as needed basis for various landscaping projects that arise throughout the City, for an initial one (1) year period, which expires on October 4, 2024.
2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for five (5) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
3. The Public Services 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 October 5, 2024, and naturally expire on October 4, 2025, as allowed by the agreement.

Agenda Request Form Continued (24-0761)

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$500,000
- b) **Amount budgeted for this item in Account No:** Funds are available in account 001-539-6004-546161-0000-000-0000- (R&M Landscaping) and other accounts within various department budgets.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1-year projection of the operational cost of the project:**

	FY2025
Revenues	\$0.00
Expenditures	\$500,000.00
Net Cost	\$500,000.00

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

FEASIBILITY REVIEW:

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

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



City of Pembroke Pines

**SEVENTH AMENDMENT TO
PROFESSIONAL CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
IN REM SOLUTIONS, INC.**

THIS AMENDMENT ("Seventh Amendment"), dated August 16, 2023, is entered into by and between:

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

and

IN REM SOLUTIONS, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **875 Aurelia Street, Boca Raton, FL 33486**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **October 1, 2017**, the Parties entered into an Agreement ("Original Agreement") for the provision of grant writing services for an initial **one (1) year period**, which expired on **September 30, 2018**; and,

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

WHEREAS, on **June 21, 2018**, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional **one (1) year** period, which expired on **September 30, 2019**; and,

WHEREAS, on **September 6, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended to revise the annual compensation amount; and,

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

WHEREAS, on **August 5, 2020**, the Parties executed the Fourth Amendment to the Original Agreement, as amended to decrease the hourly rate from one hundred fifty dollars and 00/100 cents (\$150.00) to one hundred forty dollars and 00/100 cents (\$140.00), and the annual compensation amount from one hundred fifteen thousand dollars and 00/100 cents (\$115,000.00) to one hundred seven thousand, three hundred twenty-four dollars and 00/100 cents (\$107,324.00) and to renew the term for an additional **one (1) year** period, which expired on



City of Pembroke Pines

September 30, 2021; and,

WHEREAS, on **August 4, 2021**, the Parties executed the Fifth Amendment to the Original Agreement, as amended to increase the hourly rate to one hundred fifty dollars and 00/100 cents (\$150.00), to decrease the annual compensation amount to seventy-five thousand dollars and 00/100 cents (\$75,000.00), and to renew the term for an additional **one (1) year** period, which expired on **September 30, 2022; and,**

WHEREAS, on **June 15, 2022**, the Parties executed the Sixth Amendment to the Original Agreement, as amended to renew the term for an additional **one (1) year** period, which expires on **September 30, 2023; and,**

WHEREAS, to date the Parties desire 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 set forth in this Seventh Amendment.

W I T N E S S E T H

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

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

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

SECTION 3. Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,



City of Pembroke Pines

created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

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

4.1 Definitions for this Section.

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

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

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

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

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

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

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

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge



City of Pembroke Pines

to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this Seventh Amendment, and the Original Agreement, as amended the terms and provisions of this Seventh Amendment shall control to the extent of any such conflict or ambiguity.

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

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

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

SECTION 9. This Seventh 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 Seventh Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Samuel S. Golden 7/19/23
Print Name: Samuel S. Golden
OFFICE OF THE CITY ATTORNEY

BY:

MAYOR FRANK C. ORTIS

ATTEST:

DocuSigned by:

Marlene D. Graham

E858EEE04EEF4F3...

August 16, 2023

MARLENE D. GRAHAM, CITY CLERK

BY:

DocuSigned by:

Charles F. Dodge

47B966ECFDAD4AC...

August 16, 2023

CHARLES F. DODGE, CITY MANAGER

DS



CONSULTANT:

IN REM S

DocuSigned by:

Lisa Mulhall

Signed By:

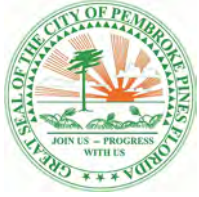
0400025BD7AB4EB...

Printed Name:

Lisa Mulhall

Title:

President



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 17.

File ID: 23-0054

Type: Commission Items

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - August 2, 2023

Final Action: 08/02/2023

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

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

Agenda Request Form Continued (23-0054)

the Water Treatment Plant - Renewal

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

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

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

Agenda Number: 17.

Internal Notes:

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

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

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

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

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

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

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

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

Agenda Request Form Continued (23-0054)

Community Redevelopment Projects - Renewal

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

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

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

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

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

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

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

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

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

SUMMARY EXPLANATION AND BACKGROUND:

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

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

Agenda Request Form Continued (23-0054)

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

FINANCIAL IMPACT DETAIL:

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

FEASIBILITY REVIEW:

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

Agenda Request Form Continued (23-0054)

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$71,644.29

b) Amount budgeted for this item in Account No:

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

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

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

Agenda Request Form Continued (23-0054)

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

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

Agenda Request Form Continued (23-0054)

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

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

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

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

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time

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

Agenda Request Form Continued (23-0054)

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

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

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

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

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

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

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

Agenda Request Form Continued (23-0054)

a) Renewal Cost: None.

b) Amount budgeted for this item in Account No:

CDBG

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

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

\$166,296

SHIP

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

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

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

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

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

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

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

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

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

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

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

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

Agenda Request Form Continued (23-0054)

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

Agenda Request Form Continued (23-0054)

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

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

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

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

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

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

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

FEASIBILITY REVIEW:

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

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

FEASIBILITY REVIEW:

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

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

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

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

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Amendments extending the term thereof.

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

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

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

FINANCIAL IMPACT DETAIL:

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

FEASIBILITY REVIEW:

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

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

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

b) Amount budgeted for this item in Account No:

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

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

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

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

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

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

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

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

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

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Conducted for this service? Not Applicable.

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

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

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



City of Pembroke Pines

**SIXTH AMENDMENT TO
PROFESSIONAL CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
IN REM SOLUTIONS, INC.**

THIS AMENDMENT ("First Amendment"), dated this 15th day of June, 2022, is entered into by and between:

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

and

IN REM SOLUTIONS, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **875 Aurelia Street, Boca Raton, FL 33486**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **October 1, 2017**, the Parties entered into a Professional Consulting Services Agreement ("Original Agreement") for the provision of Grant Writing Services for an initial **one (1) year period**, which expired on **September 30, 2018**; and,

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

WHEREAS, on **June 21, 2018**, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional **one (1) year** period which expired on **September 30, 2019**; and,

WHEREAS, on **September 6, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to revise and amend the annual compensation amount; and,

WHEREAS, on **October 2, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended, to revise and supplement the terms contained in the Original Agreement, as amended, and to renew the term for an additional **one (1) year** period, which expired on **September 30, 2020**; and,

WHEREAS, on **August 5, 2020**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to revise and amend the annual compensation amount and to renew the term for an additional **one (1) year** period, which expired on **September 30, 2021**; and,

WHEREAS, on **August 4, 2021**, the Parties executed the Fifth Amendment to the Original



City of Pembroke Pines

Agreement, as amended, to revise and supplement the terms contained in the Original Agreement, as amended, and renew the term for an additional **one (1) year** period, which expires on **September 30, 2022**; and,

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

W I T N E S S E T H

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

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

SECTION 2. The Original Agreement is hereby renewed for a **one (1) year** renewal period which shall commence on **October 1, 2022**, and naturally expire on **September 30, 2023**.

SECTION 3. Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

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

3.2.2 Is engaged in business operations in Syria.

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



4.1 **Definitions for this Section.**

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

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

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

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

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

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

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

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

SECTION 5. In the event of any conflict or ambiguity by and between the terms and

*City of Pembroke Pines*

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

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

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

SECTION 8. Each person signing this Sixth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Sixth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Sixth Amendment.

SECTION 9. This Sixth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Sixth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene D. Graham

June 27, 2022

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

BY: *[Signature]*

MAYOR FRANK C. ORTIS

DocuSigned by:

Charles F. Dodge

June 22, 2022

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:

Danielle Schwabe

013E807C191D4FF...

Print Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

CONSULTANT:

IN REM SOLUTIONS, INC.

Signed By: *[Signature]*

Printed Name: *Lisa N. Mulholland*

Title: *President*



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 23.

File ID: 22-0137

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/22/2022

Short Title: Contracts Database Report June 15th, 2022.

Final Action: 06/15/2022

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) Imagine Learning LLC - Student Online Services - Renewal

(C) Baptist Health South Florida, Inc. - Programming to Improve the Health
and Wellness of Members of COPP/Senior Center - Renewal

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

***Agenda Date:** 06/15/2022

Agenda Number: 23.

Internal Notes:

Attachments: 1. Contract Database Report - June 15, 2022, 2. A. In Rem Solutions, Inc-Grant Writing Services-(AB), 3. A.1.Feasibility Review-Cost Analysis for Out-Sourcing vs. In-House Labor (Revised) Prof. Grant Writing, 4. B. Imagine Learning - Student Online Services (AB), 5. C. Baptist Health South Florida Inc. - Collaboration Agreement (AB), 6. D. ESO Solutions, Inc - Record Management System (AB)

1 City Commission 06/15/2022 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

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,

Agenda Request Form Continued (22-0137)

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 an initial one (1) year period, which expired on September 30, 2018.

2. In Rem Solutions, Inc. provides the City's Administration Department with professional grant writing services.

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

4. To date the Agreement has had five (5) Amendments, which extended the term of the Original Agreement, as amended, to September 30, 2022.

5. The Administration Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Sixth Amendment to renew the term for an additional one (1) year period which shall commence on October 1, 2022, and naturally expire on September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: 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.

Agenda Request Form Continued (22-0137)**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 \$140,231.

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

1. On August 5, 2020, the City entered into the Original Agreement with Edgenuity, Inc. for a one (1) year period, which expired 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 additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On August 4, 2021, the City Commission approved the renewal of the Original Agreement, for a one (1) year period which will naturally expire on July 31, 2022.
5. Edgenuity, Inc. has since been acquired and is now doing business as Imagine Learning LLC.
6. The City's Charter Schools is satisfied with the performance and execution of the Agreement, as amended, and recommends that the City Commission approve this second renewal for a one (1) year renewal term which shall commence on August 1, 2022, and naturally expire on July 31, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:**a) Renewal Cost: \$57,250.00****b) Amount budgeted for this item in Account No:**

School Site	Account Description	Account Coding	Amount
West Middle	Software <1000 &/or licenses	171-569-5052-552652-5102-369-0000-00553	\$ 17,333.00
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	\$ 17,334.00
Central Middle	Professional &Tech Services	171-569-5052-531310-6400-310-0000-00554	\$ 750.00
Academic Village	Software <1000 &/or licenses	172-569-5053-552652-5103-369-0000-	\$ 20,333.00

Agenda Request Form Continued (22-0137)

Academic Village	Professional & Tech Services	172-569-5053-531310-6400-310-0000-	\$ 750.00
	Total		\$ 57,250.00

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
Revenues	\$.00
Expenditures	\$57,250.00
Net Cost	\$57,250.00

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

(C) Baptist Health South Florida, Inc. - Programming to Improve the Health and Wellness of Members of COPP/Senior Center - Renewal

1. On September 3, 2020, the City entered into an Agreement with Baptist Health South Florida, Inc. for an initial one (1) year period, commencing on September 1, 2020, and expiring on August 31, 2021.
2. The City of Pembroke Pines Community Services Department utilizes Baptist Health South Florida, Inc. for Professional Health and Wellness Events and Baptist Health South Florida has been providing exercise classes at no cost to our members.
3. Section 3.1 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. On May 19, 2021, the Parties executed the First Amendment to renew for an additional one (1) year period commencing on September 1, 2021 and expiring on August 31, 2022.
5. The Community Services Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Second Amendment for the one (1) year renewal term commencing on September 1, 2022, and

Agenda Request Form Continued (22-0137)

expiring on August 31, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: No Cost to the City

b) Amount budgeted for this item in Account No: Revenue Acct 001-000-8001-347556-0000-000-0000 Recreation Classes FY21-22 \$550, FY2022-2023 \$5,665.
Expense account 001-569-8001-534990-0000-000-0000 Contractual Services Other.

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

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

	Current FY	FY 2022-23
Revenues	\$550.00	\$5,665.00
Expenditures	\$550.00	\$5,665.00
Net Cost	\$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

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

1. On August 22, 2017, the City entered into a Record Management Software Agreement with ESO Solutions, Inc for an initial one (1) year period, expiring on August 21, 2018.
2. The City of Pembroke Pines Fire Department utilizes ESO Solutions, Inc. to provide Health Records Management Software.
3. Section 3.2 of the Original Agreement authorizes the Agreement to be extended for five (5) additional one (1) year periods upon mutual consent, evidenced by a written Amendment.
4. The Original Agreement, has been renewed four times, extending the term to September 30, 2022.
5. The Fire Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Sixth Amendment for the

Agenda Request Form Continued (22-0137)

one (1) year renewal term commencing on October 1, 2022, and expiring on September 30, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$38,787.84
- b) **Amount budgeted for this item in Account No:** 001-529-4003-534995-0000-000-0000 (Other Svc-IT)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project** Not Applicable

	FY 2022-23
Revenues	\$.00
Expenditures	\$38,787.84
Net Cost	\$38,787.84

- 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



City of Pembroke Pines

**FIFTH AMENDMENT TO
PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
IN REM SOLUTIONS, INC.**

THIS AMENDMENT ("Fifth Amendment"), dated this 4th day of August, **2021**, is by and between:

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

and

IN REM SOLUTIONS, INC., a Florida Profit Corporation as listed with the Florida Division of Corporations, and with a business address of **875 Aurelia Street, Boca Raton, FL 33486**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **April 17th, 2018** *nunc pro tunc* **October 1st, 2017**, the Parties entered into the Professional Consulting Services Agreement for the provision of Grant Writing Services for an initial **one (1) year period**, which expired on **September 30th, 2018** ("Original Agreement"); and,

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

WHEREAS, on **June 21st, 2018**, the Parties executed the First Amendment to the Original Agreement to renew the term of the Original Agreement for an additional one (1) year period which expired on **September 30th, 2019**; and,

WHEREAS, on **September 6th, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to increase the estimated annual compensation amount; and,

WHEREAS, on **October 2nd, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended, to revise and supplement the terms contained therein and to renew the term for an additional one (1) year period which expired on **September 30th, 2020**; and,

WHEREAS, on **August 5th, 2020**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to amend the annual compensation amount, to supplement the



City of Pembroke Pines

terms contained therein, and to renew the term of the Original Agreement, as amended, for an additional one (1) year period which expires on **September 30th, 2021**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to revise and supplement the terms of the Original Agreement, as amended, and renew the term for an additional **one (1) year period** which shall commence on **October 1st, 2021** and naturally expire on **September 30th, 2022**, as set forth in this Fifth Amendment.

W I T N E S S E T H

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

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

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

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

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

"4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. CITY agrees to compensate CONSULTANT for all services performed by CONSULTANT at a rate of ~~ONE HUNDRED AND FORTY DOLLARS (\$140.00)~~ ONE HUNDRED FIFTY DOLLARS AND 00/100 CENTS (\$150.00) an hour on an as needed basis. The total fee paid for all services performed shall not exceed ~~ONE HUNDRED SEVEN THOUSAND THREE HUNDRED TWENTY FOUR DOLLARS (\$107,324.00)~~ SEVENTY FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$75,000.00)."

SECTION 5. Scrutinized Companies CONSULTANT, 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,



City of Pembroke Pines

submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

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

5.2.2 Is engaged in business operations in Syria.

SECTION 6. Employment Eligibility CONSULTANT 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

*City of Pembroke Pines*

by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

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

SECTION 7. In the event of any conflict or ambiguity by and between the terms and provisions of this Fifth Amendment, the Fourth Amendment, The Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Fifth Amendment shall control to the extent of any such conflict or ambiguity.

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

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

SECTION 10. Each person signing this Fifth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fifth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Fifth Amendment.

SECTION 11. This Fifth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Fifth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene Graham August 12, 2021

E859EEE04EEF4F3

MARLENE D. GRAHAM, CITY CLERK

BY: [Signature]

MAYOR FRANK C. ORTIS

DocuSigned by:

BY: Charles F. Dodge August 12, 2021

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:

Danielle Schwabe August 12, 2021

013E807C191D4FF

Print Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

CONSULTANT:

IN REM SOLUTIONS, INC.

Signed By: [Signature]

Print Name: Lisa N Mulhac

Title: President



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 27.

File ID: 21-0687

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/27/2021

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

Final Action: 08/04/2021

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

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

Agenda Request Form Continued (21-0687)

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

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

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

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

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

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

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

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

Agenda Number: 27.

Internal Notes:

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

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

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE

Agenda Request Form Continued (21-0687)

FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

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

SUMMARY EXPLANATION AND BACKGROUND:

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

Agenda Request Form Continued (21-0687)

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

FINANCIAL IMPACT DETAIL:

a) Estimated Renewal Cost: \$56,250

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

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

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

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

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

Agenda Request Form Continued (21-0687)

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

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$47,700.00

b) Amount budgeted for this item in Account No:

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

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

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

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

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

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

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

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

Agenda Request Form Continued (21-0687)

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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(Maintenance Contracts)

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

Agenda Request Form Continued (21-0687)

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

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$8,000.00

b) Amount budgeted for this item in Account No:

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

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

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

	Year 1	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$6,666.70	\$1,333.30
Net Cost	\$6,666.70	\$1,333.30

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$24,851.00

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

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

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

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

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

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

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

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

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(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	\$.00	\$.00	\$.00	\$.00	\$.00
Net Revenue	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08

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

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

Agenda Request Form Continued (21-0687)

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

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time.

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time.

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

Agenda Request Form Continued (21-0687)

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

	FY21-22	FY22-23
Revenues	\$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.

Agenda Request Form Continued (21-0687)

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

Agenda Request Form Continued (21-0687)

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

FINANCIAL IMPACT DETAIL:

Agenda Request Form Continued (21-0687)

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

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

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

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

FINANCIAL IMPACT DETAIL:

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



**FOURTH AMENDMENT TO PROFESSIONAL
GRANT WRITING SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
IN REM SOLUTIONS, INC.**

THIS IS AN AGREEMENT ("Agreement"), dated this 5th day of August, 2020, by and between:

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

and

IN REM SOLUTIONS, INC., a Florida for Profit Corporation as listed with the Florida Division of Corporations, and with a business address of **875 Aurelia Street, Boca Raton, FL 33486**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereafter be collectively referred to as the "Parties".

WHEREAS, on April 17, 2018 *nunc pro tunc* October 1, 2017, the CITY and CONSULTANT entered into the Original Agreement ("Original Agreement") for an initial one (1) year period, expiring on September 30, 2018; and,

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

WHEREAS, on June 21st, 2018, the Parties executed the First Amendment to the Original Agreement to renew for the first one (1) year renewal period commencing October 1, 2018 and expiring on September 30, 2019; and,

WHEREAS, on September 6th, 2018, the Parties executed the Second Amendment to the Original Agreement, as amended to include \$40,000 increase for the estimated annual amount for the additional 266 hours of work needed for the fiscal year; and,

WHEREAS, on October 2nd, 2019, the Parties executed the Third Amendment to the Original Agreement, as amended to amend Section 4.3 of Article 4 to include a provision for Local Government Prompt Payment Act; and,

WHEREAS, Section 12.2 of Article 12, of the Original Agreement, as amended was repealed and replaced to include a provision for Scrutinized Companies as required by statutory amendments imposed since the Parties entered into the Original Agreement; and,



WHEREAS, the Parties further amended the Original Agreement, as amended to renew the term of the Agreement for the second **one (1) year renewal** period commencing **October 1, 2019** and expiring on **September 30, 2020**; and,

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

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

W I T N E S S E T H

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

SECTION 1. Section 4.1 of the Original Agreement, as amended, is hereby repealed and replaced as follows:

4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. CITY agrees to compensate CONSULTANT for all services performed by CONSULTANT at a rate of **ONE HUNDRED AND FORTY DOLLARS (\$140.00)** an hour on an as needed basis. The total fee paid for all services performed shall not exceed **ONE HUNDRED SEVEN THOUSAND THREE HUNDRED TWENTY FOUR DOLLARS (\$107,324.00)**.

SECTION 2. Section 7.6.5 of the Original Agreement, as amended, is hereby deleted in its entirety:

~~7.6.5 Sexual Abuse may not be excluded from any policy.~~

SECTION 3. The Original Agreement, is hereby renewed for **one (1) year** renewal period commencing on **October 1, 2020** and terminating on **September 30, 2021**.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment, shall remain in full force and effect, except as specifically modified herein.



SECTION 6. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

SECTION 7. 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.

SECTION 8. Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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HAS BEEN INTENTIONALLY LEFT BLANK**



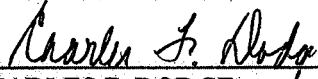
IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

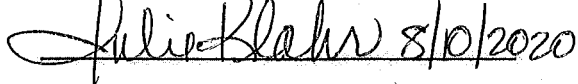
CITY:

CITY OF PEMBROKE PINES

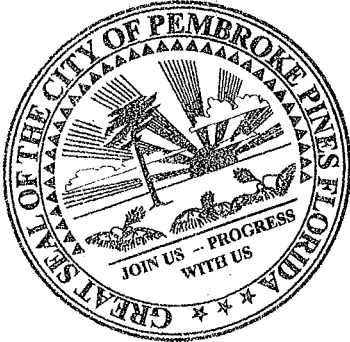

MARLENE D. GRAHAM, 8/11/2020
CITY CLERK

BY: 
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

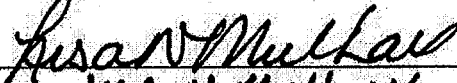
 8/10/2020

Print Name: _____
OFFICE OF THE CITY ATTORNEY



CONSULTANT:

IN REM SOLUTIONS, INC.

By: 
Name: Susan N. Mulholland
Title: President



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number:

File ID: 20-0566

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda
Section:

In Control: City Commission

File Created: 07/20/2020

Short Title: Contracts Database Report – August

Final Action: 08/05/2020

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

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

(B) The Miramar - Pembroke Pines Regional Chamber of Commerce - Trustee Partnership Agreement - Renewal

(C) Emilio's BBQ Catering Services Corporation - Operation of Gift Shop/Food Service - Renewal

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

(E) Advanced Mulch, Inc., Adwood, Inc., EastCoast Mulch and Superior Mulch - Purchase of Mulch CO-OP Agreement - Renewal

(F) Mullings, Odums & Sunset Sod CO-OP Agreement # 033-2730-18/IT. - Sod & Sod Installation - Renewal

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

(H) Allied Universal Corporation - Purchase of Sodium Hypochlorite (Co-Op) - Renewal

(I) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

(J) Pembroke Pines Optimist Club, Inc. - Facility Use Agreement - Renewal

(K) West Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

(L) Optimist Club of West Pembroke Pines, Inc. - Facility Use Agreement - Renewal

(M) Optimist Club of Pembroke Lakes, Florida, Inc. - Facility Use Agreement - Renewal

ITEMS (N) TO (Q) 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:

(N) Kemp Group International Corporation - School Crossing Guard - Non-Renewal

(O) Community Redevelopment Associates of Florida, Inc. - Grant Administration for CRA Projects - Non-Renewal

(P) FPI Security Services - Security Guard Services - Non-Renewal

(Q) School Board of Broward County - Reciprocal Use of Each Other's Facilities - Non-Renewal

***Agenda Date:** 08/05/2020

Agenda Number:

Internal Notes:

Attachments: 1. Contracts Database Report - August 5, 2020, 2. A. In Rem Solutions, Inc-Grant Writing Services-(ALL BACKUP), 3. B. Miramar - Pembroke Pines Regional Chamber of Commerce - Partnership (all backup), 4. Emilio's BBQ Catering Services - Lease Agreement - Original-3rd Amendment (All Backup), 5. Cobblestone Systems Corp. - Contracts Management Software Agreement (All Backup), 6. E. Mulch-Co-Op E-42-17 Advanced, Adwood, Eastcoast & Superior-11.2019 to 11.2020(AB), 7. F. Sod & Sod Installation Co-Op 033-2730-18IT (All Backup), 8. G. Civic Plus Inc. - Master Service Agreement & 1st Renewal 2020-21 (All Backup), 9. H. Allied Universal Corp - CO-OP Agreement ALL Backup, 10. I. Pembroke Pines Girls Softball (PPGS) (All Backup), 11. J. Pembroke Pines Optimist Club (PPO) Facility Use (All Backup), 12. K. West Pines Girls Softball (WPGS) (All Backup), 13. L. Optimist Club of West Pembroke Pines (WPPO) (all backup), 14. M. Optimist Club of Pembroke Lakes (PLO) (all backup), 15. N. Kemp Group International-School Crossing Guard-All Backup, 16. O. Community Redevelopment Associates of FL, Inc. - Grant Administration for CRA Projects (All Backup), 17. P. FPI Security Services, Inc - First Amendment to Security Guard Services (ALL BACKUP), 18. Q. SBBC Reciprocal Use

Agreement 2015 (all backup)

1 City Commission 08/05/2020 approve Pass

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

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

Nay: - 0

1 City Commission 08/05/2020 reject Pass

Action Text: A motion was made by Commissioner Good, Jr., seconded by Commissioner Chanzas, to reject and go out to bid for the sod, as directed at the Commission Meeting on July 17, 2020. The motion carried by the following vote:

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

Nay: - 0

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) The Miramar - Pembroke Pines Regional Chamber of Commerce - Trustee Partnership Agreement - Renewal

(C) Emilio's BBQ Catering Services Corporation - Operation of Gift Shop/Food Service - Renewal

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

(E) Advanced Mulch, Inc., Adwood, Inc., EastCoast Mulch and Superior Mulch - Purchase of Mulch CO-OP Agreement - Renewal

(F) Mullings, Odums & Sunset Sod CO-OP Agreement # 033-2730-18/IT. - Sod & Sod Installation - Renewal

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

(H) Allied Universal Corporation - Purchase of Sodium Hypochlorite (Co-Op) - Renewal

(I) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

(J) Pembroke Pines Optimist Club, Inc. - Facility Use Agreement - Renewal

(K) West Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

(L) Optimist Club of West Pembroke Pines, Inc. - Facility Use Agreement - Renewal

(M) Optimist Club of Pembroke Lakes, Florida, Inc. - Facility Use Agreement - Renewal

ITEMS (N) TO (Q) 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:

(N) Kemp Group International Corporation - School Crossing Guard - Non-Renewal

(O) Community Redevelopment Associates of Florida, Inc. - Grant Administration for CRA Projects - Non-Renewal

(P) FPI Security Services - Security Guard Services - Non-Renewal

(Q) School Board of Broward County - Reciprocal Use of Each Other's Facilities - 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 a Professional Grant Writing Services Agreement with In Rem Solutions, Inc. for an initial one (1) year period, commencing on October 1, 2017 and expiring on September 30, 2018.
2. The City of Pembroke Pines Administration Department utilizes In Rem Solutions, Inc. to provide Professional Grant Writing Services.

3. Section 3.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 21, 2018 the City executed the First Amendment to the Original Agreement for the first one (1) year renewal term, commencing on October 1, 2018 and expiring on September 30, 2019.
5. On September 6, 2018, the City executed the Second Amendment to the Original Agreement to include a \$40,000.00 increase to the estimated annual amount for the additional 266 hours of work needed for the fiscal year.
6. On October 2, 2019, the City executed the Third Amendment to the Original Agreement for the second one (1) year renewal period commencing on October 1, 2019 and expiring on September 30, 2020.
7. On June 17th, 2020, the Fourth Amendment was presented to the City Commission under agenda item #20-0484 (16A) and a motion was made by the Commissioners to defer the item to the August 5th, 2020 Commission meeting and to instruct the City Manager to renegotiate the hourly rate.
8. As requested, the City Manager was able to negotiate and lowered the hourly rate to \$140.00 from \$150.00.
9. The Administration Department recommends that the City Commission approve this Fourth Amendment, as revised, and for the third one (1) year renewal term commencing on October 1, 2020 and ending on September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Estimated annual amount \$107,324.00. (\$140.00 per hour, on an as-needed basis. Annual cost is based on approved projects.)
- b) **Amount budgeted for this item in Account No:** \$107,324.00 under account 1-519-800-31500 - Prof. Services Other
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project** Not Applicable.

	FY 2020-2021		Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00	
Expenditures	\$107,324.00		\$.00	\$.00	\$.00	\$.00
Net Cost	\$107,324.00		\$.00	\$.00	\$.00	

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

**(B) The Miramar - Pembroke Pines Regional Chamber of Commerce - Trustee
Partnership Agreement - Renewal**

1. On December 6, 2016, the City and the Miramar-Pembroke Pines Regional Chamber of Commerce entered into a Partnership Agreement for an initial one (1) year period, commencing December 1, 2016 and expiring November 30, 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. On March 8, 2018 the Parties executed the First Amendment to the Original Agreement to change the renewal terms from automatic renewals to written mutual consent, and to execute the first renewal term commencing on December 1, 2017, and terminating on November 30, 2018.
4. Section 3.1 of the Original Agreement, as amended, allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
5. On November 28, 2018 and December 4, 2019, the Parties executed the Second and Third Amendments respectively, extending the term of the Original Agreement, as amended, to November 30, 2020.
6. The Administration of the City of Pembroke Pines recommends that the City Commission approve renewal of the Agreement for an additional one (1) year term, commencing on December 1, 2020, and expiring on November 30, 2021.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$8,000.00
- b) **Amount budgeted for this item in Account No:** 1-519-800-54100
- 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

	FY20-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$00	N/A	N/A	N/A	N/A
Expenditures	\$8,000.00	N/A	N/A	N/A	N/A
Net Cost	\$8,000.00	N/A	N/A	N/A	N/A

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

**(C) Emilio's BBQ Catering Services Corporation - Operation of Gift Shop/Food Service
- Renewal**

1. On February 23, 2016, the City Commission approved to enter into a Lease and Operation Management Agreement with Emilio's BBQ Catering Services Corporation for an initial three (3) year period, commencing on February 23, 2016 and expiring on December 31, 2019.

2. Section 2.1 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

3. On December 4, 2019, the City executed the First Amendment which increased the Monthly Base Rent and executed the first one (1) year renewal commencing on January 1, 2020 and expiring on December 31, 2020.

4. The Public Services Department recommends that the City Commission approve this Third Amendment for the one (1) year renewal term commencing January 1, 2021 and ending December 31, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** None

b) **Amount budgeted for this item in Account No:** Revenue Account 1-8001-362046 Rental Community Services Monthly Rent \$906.83 plus sales tax for a monthly rent total of \$965.77.

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"

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$8,161.47	\$2,720.49	\$0.00	\$0.00	\$0.00
Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Revenue	\$8,161.47	\$2,720.49	\$0.00	\$0.00	\$0.00

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

(D) 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, commencing (as of the date of Activation) on November 26, 2019 and expiring on November 25, 2020.

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, online approval process, E-signature, and auditing features.

3. Section 2 of the Original Agreement allows for additional one (1) year renewal terms.

4. The Finance Department recommends that the City Commission approve renewal of the Agreement for the one (1) year renewal term commencing on November 26, 2020 and ending on November 25, 2021, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$23,627.11
 b) **Amount budgeted for this item in Account No:** 1-513-2001-64051
 c) **Source of funding for difference, if not fully budgeted:** NA
 d) **5 year projection of the operational cost of the project** NA

	Current FY	Year 2	Year 3	Year 4	Year 5	
Revenues	N/A	N/A	N/A	N/A	N/A	
Expenditures	\$23,627.11	\$25,627.11	\$27,558.66	\$29,763.35	N/A	
Net Cost	\$23,627.11	\$25,627.11	\$27,558.66	\$29,763.35	N/A	

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

**(E) Advanced Mulch, Inc., Adwood, Inc., EastCoast Mulch and Superior Mulch -
Purchase of Mulch CO-OP Agreement - Renewal**

1. On November 11th, 2017, the City of Pompano approved to enter into a CO-OP Agreement with Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch, and Superior Mulch for an initial term of one (1) year commencing on November 15th, 2017 and terminating on November 14th, 2018.
2. The Public Services and Recreation and Cultural Arts Departments purchase various types of mulch from Advanced Mulch and Eastcoast Mulch.
3. The Original Agreement allows for four (4) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Original Agreement has been renewed extending the term to November 14th, 2020.
5. The renewal letter from the City of Pompano Beach for the third renewal period will be provided at the end of August or beginning of September 2020.
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. For this mulch contract, the lead agency listed various participating agencies and the quantity of mulch that they each anticipated, in order to get better pricing through economies of scale. Below are some of the participating agencies that were listed in the initial bid:

- City of Boca Raton
- City of Boynton Beach
- City of Coral Springs
- City of Dania Beach
- Town of Davie
- City of Deerfield Beach
- City of Delray Beach
- City of Fort Lauderdale
- City of Hallandale Beach
- City of Hollywood
- City of Lauderhill
- City of Margate
- City of Miami Beach
- City of North Miami Beach
- City of Oakland Park
- City of Pompano Beach
- Village of Royal Palm Beach
- City of Wilton Manors

7. On tonight's agenda, there is another Agenda Item (File ID # 20-0565) to award the City of Pembroke Pines IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials" to the most responsive/responsible bidder, Aaron Agriculture, to be used on an as needed basis in the annual amount not to exceed \$1,000,000.

The award of the City of Pembroke Pines IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials" includes various trees, plants, etc. and also includes a price for mulch that maybe utilized when the City has plant material being installed by Aaron Agriculture, in order to have one sole vendor responsible for the landscaping in that area and to avoid one contractor damaging the other contractors plant material during the course of any landscaping project. The price for mulch included in the contract is:

- \$2.50 per bag of mulch (red, brown, or gold mulch)

9. The City intends to utilize the Southeast Florida Governmental Purchasing Co-operative Group's contract for most mulching project, especially projects that do not include the installation of new plant material. The Co-Op contract includes various different mulch options, including the following:

- \$1.59 per bag of mulch (red, or brown mulch)
- \$1.70 per bag of mulch (gold mulch)

10. Based on the average of the pricing listed above, the Co-Op contract is 34.20% cheaper than the mulching pricing that was recently received from the City's bid for IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials." As a result, the City recommends to continue utilizing the Co-Op Contract, when it is renewed.

11. The Public Services Department recommends that the City Commission approves the utilization of the third one (1) year renewal term, of the Co-Op agreement, commencing November 15th, 2020 and ending November 14th, 2021, 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 # 1-539-6004-46161 (R&M Landscaping) and 1-572-7001-46150 (R&M -Land, Bldg. and Improvements)

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

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

	FY 20-21	FY 21-22	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00
Expenditures	\$218,750.00	\$31,250.00	\$.00	\$.00
Net Cost	\$218,750.00	\$31,250.00	\$.00	\$.00

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

(F) Mullings, Odums & Sunset Sod CO-OP Agreement # 033-2730-18/IT. - Sod & Sod Installation - Renewal

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

2. The City of Pembroke Pines Public Services Department utilizes the Co-Op Contract to purchase sod and sod installation services.

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

4. In August of 2019, the first renewal period for the term commencing on October 1, 2019 and expiring on September 30, 2020 was approved by the City of Boynton Beach as the lead agency for the Co-Op.

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

6. On June 17th, 2020, the Public Services Department recommended for the City Commission to approve the renewal of the new term as allowed by the Original Agreement;

however, the City Commission did not approve the renewal and recommended the Department to go out for bid.

7. 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.

8. For this sod contract, the lead agency listed various participating agencies and the quantity of sod that they each anticipated, in order to get better pricing through economies of scale. Below are some of the participating agencies that were listed in the initial bid:

South Broward/Miami-Dade Zone:

- Cooper City
- Coral Gables
- City of Hallandale Beach
- City of Hollywood
- City of Miami Beach
- City of Miramar
- City of North Miami Beach

Central Broward Zone:

- Town of Davie
- City of Fort Lauderdale
- City of Lauderdale Lakes
- City of Lauderhill
- City of Oakland Park
- City of Sunrise
- City of Wilton Manors

North Broward/Palm Beach Zone:

- City of Boynton Beach
- City of Coconut Creek
- City of Coral Springs
- City of Deerfield Beach
- City of Margate
- City of Pompano Beach
- City of Tamarac
- Town of Palm Beach
- City of West Palm Beach

9. On tonight's agenda, there is another Agenda Item (File ID # 20-0565) to award the City of Pembroke Pines IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials"

to the most responsive/responsible bidder, Aaron Agriculture, to be used on an as needed basis in the annual amount not to exceed \$1,000,000.

IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials" was approved for advertisement by the City Commission on February 5, 2020.

The City of Pembroke Pines IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials" includes various trees, plants, etc. and also includes a price for sod that maybe utilized when the City has plant material being installed by the awarded contractor, in order to have one sole vendor responsible for the landscaping in that area and to avoid one contractor damaging the other contractors plant material during the course of any landscaping project. Since the pricing for the sod line items came in too high for the recommended vendor, the Public Services Department has decided not to award those line items and to utilize the Co-Op Contract for sod.

The lowest price received for the Sod through IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials":

- \$0.75 per square foot (St. Augustine)
- \$0.95 per square foot (Bermuda)
- \$0.65 per square foot (Bahia)

However, the vendors that submitted the above pricing are not being recommended for award, as the Public Services Department was looking to utilize one vendor for all of the Landscaping work on projects, and since the recommended vendor's pricing was too high, the Public Services Department is recommending to utilize the Co-Op's Sod Contract.

10. The Co-Op contract includes various different sod options, including the following:

- \$0.50 to \$0.60 per square foot (St. Augustine)
- \$0.23 to \$0.28 per square foot (Bermuda)
- \$0.42 to \$0.48 per square foot (Bahia)

The prices above depend on the type of Sod and if they are bought in truckloads or less than truckloads.

11. Based on the average of the pricing listed above, the Co-Op contract is 46.60% cheaper than the lowest price sod that was recently received from the City's bid for IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials." As a result, the City recommends to continue utilizing the Co-Op Contract, when it is renewed.

12. The Public Services Department recommends that the City Commission approves the utilization of the second one (1) year renewal term, of the Co-Op agreement, commencing on October 1, 2020 and ending on September 30, 2021, as allowed by the agreement in lieu of bidding out a separate solicitation for sod.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Estimated annual cost of \$179,600.
- b) **Amount budgeted for this item in Account No:** Funds will be available in the following account numbers as projects arise on an as needed basis:
 1-539-6004-46161 (R & M Landscaping)
 1-539-6004-63115 (Landscaping)
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable"
- d) **5 year projection of the operational cost of the project** "Not Applicable"

	FY 2020-21		Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00	
Expenditures	\$179,600.00		\$.00	\$.00	\$.00	\$.00
Net Cost	\$179,600.00		\$.00	\$.00	\$.00	\$.00

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

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

- On February 27, 2019, the City entered into a Service Agreement with Civic Plus, Inc. commencing on February 27, 2019.
- 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.
- Section 1 of the Original Agreement allows for the agreement to remain in effect unless terminated by either party.
- Upon implementation of the AudioEye module, the City requested to have all subscriptions renew simultaneously on January 31, 2020.
- 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.
- 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, 2021 and ending on January 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost FY 2021:** \$90,979.52
- b) **Amount budgeted for this item in Account No:** \$90,979.52: 1-513-2002-46801 IT

Contractual 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"

	FY 2020-21		FY 2021-22		FY 2022-23		FY 2023-24	FY 2024-25
Revenues	N/A	N/A	N/A	N/A	N/A	N/A		
Expenditures	\$85,885.26		\$90,979.52		\$95,528.50		\$100,304.93	\$105,320.18
Net Cost	\$85,885.26		\$90,979.52		\$95,528.50		\$100,304.93	\$105,320.18

e) **Detail of additional staff requirements:** Not Applicable**(H) Allied Universal Corporation - Purchase of Sodium Hypochlorite (Co-Op) - Renewal**

1. In March of 2012, the Southeast Florida Governmental Purchasing Co-operative Group had a meeting where purchasing officials from several municipalities throughout Broward County expressed a desire to bid out the price of sodium hypochlorite as a Co-Op bid in lieu of various Cities issuing their own solicitation at different times of the year that was resulting in a trying process in which a vendor would lose one contract and then extend their pricing from another contract to other entities, enticing them to terminate their existing contract to switch vendors back and forth. As a result, various Broward agencies moved away from various entities piggybacking on other contracts by individual agencies and issued a bid through the Co-Op to try and drive the price down through volume discounting.
2. On October 17, 2012, the City Commission approved an agenda item (File ID # 12-2170) to start utilizing a Co-Op contract for Sodium Hypochlorite in lieu of issuing its own solicitation. As a result, since then the City has utilized various Co-Op contracts for Sodium Hypochlorite that have been bid out through the years in an effort to utilize economies of scale.
3. On November 29, 2017 the City Commission approved the purchase of Sodium Hypochlorite on an as needed basis from Allied Universal Corporation, utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Bid# 12006-372 which commenced on October 3, 2017 and terminated on October 2, 2019.
4. The City of Pembroke Pines Utilities Department utilizes Allied Universal Corporation for the purchase of Sodium Hypochlorite.
5. Section 1 of the Original Agreement allows for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
6. On August 7, 2019, The City Commission approved the first one (1) year renewal term commencing on October 3, 2019 and terminating October 2, 2020.
7. 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.

8. For this sodium hypochlorite contract, the lead agency listed various participating agencies and the quantity of sodium hypochlorite that they each anticipated, in order to get better pricing through economies of scale. Below are some of the participating agencies that were listed in the initial bid:

- City of Fort Lauderdale
- City of Hallandale Beach
- City of Dania Beach
- City of Hollywood
- City of Cooper City
- City of Deerfield Beach
- City of Margate
- Town of Davie
- City of Sunrise

9. The Co-Op has renewed the contract for the second and final renewal period, which will end on October 2, 2021. As a result, the Co-Op intends to start working on a new solicitation to bid out Sodium Hypochlorite and establish a new contract with new pricing that would be anticipated to commence in October of 2021.

10. The Utilities Department recommends that the City Commission approves the utilization of the second and final one (1) year renewal term, of the Co-Op agreement, commencing October 3, 2020 and terminating October 2, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$161,903 (17,000 gallons x \$0.559 (Less Than Truckload) = \$9,503) + (300,000 gallons x \$0.508 Truck Loads = \$152,400)

b) Amount budgeted for this item in Account No: \$156,313 in Account No. 471-533-6031-52430 (Operating Chemicals) & \$5,590 in Account No. 471-535-6022-52430 (Operating Chemicals)

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

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

	FY2020-2021		Year 2	Year 3	Year 4	Year 5
Revenues	N/A	N/A	N/A	N/A	N/A	
Expenditures	\$161,903		N/A	N/A	N/A	N/A
Net Cost	\$161,903	N/A	N/A	N/A	N/A	

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

(I) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

1. Pembroke Pines Girls Softball, Inc. leases Fletcher Park Fields 1-3 from the City to provide travel softball and recreational softball for residents.
2. On January 31, 2017, the City entered into a Facility Lease Agreement with Pembroke Pines Girls Softball, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On October 19, 2017, October 4, 2018, and September 18, 2019 the City executed the First, Second, and Third Amendments, respectively extending the term of the agreement to September 30, 2020.
5. The Recreation and Cultural Arts Department recommends that the City Commission approve this Fourth Amendment for the one (1) year renewal term commencing on October 1, 2020 and terminating on September 30, 2021, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None
- b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational revenue of the project** Not Applicable

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$2,055.00	N/A	N/A	N/A	N/A
Expenditures	\$.00	N/A	N/A	N/A	N/A
Net Revenue	\$2,055.00	N/A	N/A	N/A	N/A

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

(J) Pembroke Pines Optimist Club, Inc. - Facility Use Agreement - Renewal

1. Pembroke Pines Optimist Club, Inc. leases Pines Recreation Park and Maxwell Park from the City to provide Travel Baseball, Recreational Baseball, Tackle Football, Cheerleading, Travel Soccer and Recreational Soccer programs for residents.
2. On January 31, 2017, the City entered into a Facility Lease Agreement with Pembroke Pines Optimist Club, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On October 10, 2017, November 7, 2018, and September 18, 2019, the City executed the First, Second, and Third Amendments respectively, extending the term to September 30, 2020.
5. The Recreation and Cultural Arts Department recommends that the City Commission

approve the Fourth Amendment for the one (1) year renewal term commencing on October 1, 2020 and terminating on September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None
- b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational revenue of the project** Not Applicable

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$11,089.00	N/A	N/A	N/A	N/A
Expenditures	\$.00	N/A	N/A	N/A	N/A
Net Revenue	\$11,089.00	N/A	N/A	N/A	N/A

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

(K) West Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

1. West Pines Girls Softball, Inc. leases Silver Lakes South Fields 1-3 from the City to provide Travel Softball and Recreational Softball programs for residents.
2. On January 31, 2017, the City entered into a Facility Lease Agreement with West Pines Girls Softball, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On October 25, 2017, November 6, 2018, and June 25, 2020 nunc pro tunc October 1, 2019, the City executed the First, Second, and Third Amendments respectively, extending the term of the agreement to September 30, 2020.
5. The Recreation and Cultural Arts Department recommends that the City Commission approve the Fourth Amendment for the one (1) year renewal term commencing on October 1, 2020 and terminating on September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None
- b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational revenue of the project** Not Applicable

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$10,608.00	N/A	N/A	N/A	N/A
Expenditures	\$.00	N/A	N/A	N/A	N/A
Net Revenue	\$10,608.00	N/A	N/A	N/A	N/A

e) Detail of additional staff requirements: Not Applicable

(L) Optimist Club of West Pembroke Pines, Inc. - Facility Use Agreement - Renewal

1. The Optimist Club of West Pembroke Pines, Inc. leases property from the City to provide youth football and cheerleading, recreational and travel baseball, youth track, and Miracle League Baseball programs for residents.
2. On February 15, 2017, the City entered into



**THIRD AMENDMENT TO PROFESSIONAL PROFESSIONAL GRANT WRITING
SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
IN REM SOLUTIONS, INC.**

THIS AGREEMENT ("Agreement"), dated this 2nd day of October 2019, by and between:

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

and

IN REM SOLUTIONS, INC., a for profit corporation authorized to do business in the State of Florida, with a business address of **875 Aurelia Street, Boca Raton, FL 33486**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may be collectively referred to as the "Parties".

WHEREAS, pursuant to **Section 35.18(C)(2)** entitled "**Professional Services**," on **April 17, 2018**, *nunc pro tunc* **October 1, 2017**, the CITY and CONSULTANT entered into the Original Agreement, as amended for **Professional Grant Writing Services** for an initial **one (1) year period**, ending on **September 30, 2018**; and,

WHEREAS, the Original Agreement, as amended authorized the renewal of the Agreement at the expiration of the initial term for additional one (1) year terms upon mutual consent, evidenced by a written amendment; and,

WHEREAS, on **June 21, 2018**, the Parties executed the First Amendment to the Original Agreement which renewed the term of the Original Agreement, for one (1) year effective **October 1, 2018** and terminating on **September 30, 2019**; and,

WHEREAS, on **September 6, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to include a \$40,000 increase to the estimated annual amount for the additional 266 hours of work needed for the fiscal year; and,

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

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



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

WITNESSETH

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

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

SECTION 2. Section 4.3 of Article 4 entitled "**Compensation and Method of Payment**" is hereby amended as follows:

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

SECTION 3. The address of the CITY as it appears in **Section 12.2 of Article 12** of the Original Agreement entitled "**Public Records**" is hereby repealed and replaced as follows:

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

SECTION 4. Article 16 entitled "**Miscellaneous**" is hereby amended by the addition of Section 16.14, as follows:

16.14 **Scrutinized Companies.** CONSULTANT, 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:

16.14.1 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



16.14.2 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:

16.14.2.1 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

16.14.2.2 Is engaged in business operations in Syria.

SECTION 5. The Original Agreement, as amended, is hereby renewed for the **second one (1) year renewal period** commencing on **October 1, 2019** and terminating on **September 30, 2020**.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, and this Third Amendment, shall remain in full force and effect, except as specifically modified herein.

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

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

M. D. Graham
MARLENE D. GRAHAM,
CITY CLERK

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

APPROVED AS TO FORM

D. D. C.
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

WITNESSES

Theresa Key
Theresa Key
Print Name

IN REM SOLUTIONS, INC.

BY: Lisa N. Mulhall
Print Name: Lisa N. Mulhall
Title: President

John T. Mulhall
Print Name

STATE OF Florida)
COUNTY OF Palm Beach) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Lisa N. Mulhall as President of IN REM SOLUTIONS, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of IN REM SOLUTIONS, INC., for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 13 day of September, 2019.



Diane W. Marcellino
NOTARY PUBLIC
Diane W. Marcellino
(Name of Notary Typed, Printed)



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 9(F)

File ID: 19-1104

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 09/11/2019

Short Title: Contract Database

Final Action: 10/02/2019

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

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

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

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

(D) Certiport® - Microsoft Training and Certification

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

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

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

Agenda Number: 9(F)

Internal Notes:

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

1 City Commission

10/02/2019 approve

Pass

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, Commissioner Schwartz, Vice Mayor Siple, and Commissioner Good Jr.

Nay: - 0

1 City Commission 10/02/2019 defer City Commission 12/31/2019

Pass

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, Commissioner 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	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$115,000.00	\$.00	\$.00	\$.00	\$.00
Net Cost	\$115,000.00	\$.00	\$.00	\$.00	\$.00

e) Detail of additional staff requirements: Not Applicable.

(B) 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:



**SECOND AMENDMENT TO PROFESSIONAL PROFESSIONAL GRANT WRITING
SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
IN REM SOLUTIONS, INC.**

THIS AGREEMENT, dated this 6th day of September 2018, by and between:

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

and

IN REM SOLUTIONS, INC., a Company authorized to do business in the State of Florida, with a business address of **875 Aurelia Street, Boca Roton, FL 33486**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to **Section 35.18(C)(2)** entitled "Professional Services," on **April 17, 2018**, *nunc pro tunc* **October 1, 2017**, the CITY and CONSULTANT entered into the Original Agreement for **Professional Grant Writing Services** for an initial **one (1) year period**, ending on **September 30, 2018**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for additional one (1) year terms upon mutual consent, evidenced by a written amendment; and,

WHEREAS, on **June 21, 2018**, the Parties executed the First Amendment to the Original Agreement which renewed the term of the Original Agreement for one year effective **October 1, 2018** and terminating on **September 30, 2019**; and,

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

WHEREAS, the Parties specifically seek to amend the Original Agreement to include a \$40,000 increase to the estimated annual amount for the additional 266 hours of work needed for the fiscal year.

WITNESSETH

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

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and



correct and incorporated herein by this reference.

SECTION 2. SECTION 4.1 of the Original Agreement is hereby amended with the following:

4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. CITY agrees to compensate CONSULTANT for all services performed by CONSULTANT at a rate of **ONE HUNDRED AND FIFTY DOLLARS (\$150) an hour on an as needed basis.** The total fee paid for all services performed shall **NOT EXCEED ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000).**

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, and this Second Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 6. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

THE REMAINDER OF THIS PAGE


HAS BEEN INTENTIONALLY LEFT BLANK



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

ATTEST:

CITY:


MARLENE D. GRAHAM, 9/6/18
CITY CLERK

CITY OF PEMBROKE PINES

BY: 
CHARLES F. DODGE
CITY MANAGER


APPROVED AS TO FORM


OFFICE OF THE CITY ATTORNEY

CONSULTANT:

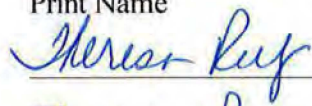
WITNESSES

IN REM SOLUTIONS, INC.


Diane W Marcellino
Print Name

BY: 

Print Name: Lisa N Mulhall


Theresa Ray
Print Name

Title: President

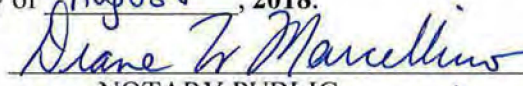
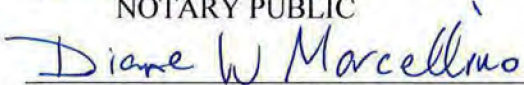
STATE OF Florida)

COUNTY OF Palm Beach) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Lisa N. Mulhall as President of IN REM SOLUTIONS, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of IN REM SOLUTIONS, INC., for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 28 day of August, 2018.




NOTARY PUBLIC

(Name of Notary Typed, Printed)

Attachment _____

**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

I, Lisa N. Mulhally on behalf of In Rem Solutions
Print Name and Title Company Name

certify that In Rem Solutions does not:
Company Name

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

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

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

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

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

In Rem Solutions, Inc.
COMPANY NAME

Lisa N Mulhau
SIGNATURE

Lisa N Mulhau
PRINT NAME

President
TITLE

Must be executed and returned with attached proposal to be considered.



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 23.

File ID: 18-0884

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/01/2018

Short Title: In Rem Grant Writting

Final Action: 08/22/2018

Title: MOTION TO APPROVE A \$40,000 INCREASE TO THE ESTIMATED ANNUAL AMOUNT OF THE CONTRACT AWARDED TO IN REM SOLUTIONS INC. FOR GRANT WRITING CONSULTING SERVICES FOR A TOTAL ESTIMATED ANNUAL AMOUNT OF \$115,000.

***Agenda Date:** 08/22/2018

Agenda Number: 23.

Internal Notes:

Attachments: 1. In Rem Solutions, Inc - Original Agreement, 2. In Rem Solutions, Inc - First Amendment to Professional Grant Writing Services (ALL BACKUP)

1	City Commission	08/22/2018	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, Commissioner Siple, and Vice Mayor Good Jr.				
Nay: - 0				

MOTION TO APPROVE A \$40,000 INCREASE TO THE ESTIMATED ANNUAL AMOUNT OF THE CONTRACT AWARDED TO IN REM SOLUTIONS INC. FOR GRANT WRITING CONSULTING SERVICES FOR A TOTAL ESTIMATED ANNUAL AMOUNT OF \$115,000.

SUMMARY EXPLANATION AND BACKGROUND:

1. On April 4, 2018, the City Commission approved to enter into an agreement with In Rem Solutions Inc. to provide grant writing consulting services, with the option to renew for additional one (1) year terms upon mutual consent.
2. The current agreement will terminate on September 30, 2019.
3. The City has agreed to compensate In Rem Solutions, Inc. at a rate of \$150 per hour on an as needed basis.
4. The City Commission approved an estimated amount of \$75,000 annually.
5. City Administration is seeking to increase the estimated annual amount by \$40,000 as they are estimating an additional 266 hours of additional work needed for the fiscal year.
6. Request Commission to approve a \$40,000 increase to the estimated annual amount of the contract awarded to In Rem Solutions Inc. for grant writing consulting services for a total estimated annual amount of \$115,000.



**FIRST AMENDMENT TO PROFESSIONAL GRANT WRITING SERVICES
AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND
IN REM SOLUTIONS, INC.**

THIS AGREEMENT, dated this 21st day of June 2018, by and between:

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

and

IN REM SOLUTIONS, INC., a Company authorized to do business in the State of Florida, with a business address of **875 Aurelia Street, Boca Roton, FL 33486**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to **Section 35.18(C)(2) entitled "Professional Services,"** on **April 17, 2018, nunc pro tunc October 1, 2017**, the CITY and CONTRACTOR entered into the Original Agreement for **Professional Grant Writing Services** for an initial **one (1) year period**, ending on **September 30, 2018**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for additional one (1) year terms upon mutual consent, evidenced by a written amendment; and,

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

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

WITNESSETH

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

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

SECTION 2. The Original Agreement is hereby renewed for the **first one (1) year renewal** period commencing on **October 1, 2018** and terminating on **September 30, 2019**.

SECTION 3. In the event of any conflict or ambiguity by and between the terms and



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

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

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

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



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

ATTEST:

CITY:

M. Graham
MARLENE D. GRAHAM,
CITY CLERK

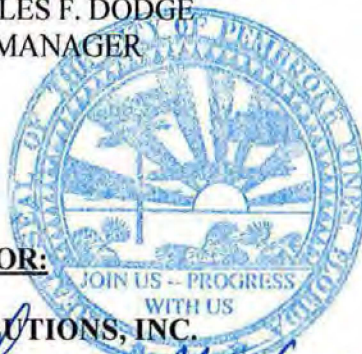
6/21/18

CITY OF PEMBROKE PINES

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

APPROVED AS TO FORM

[Signature]
OFFICE OF THE CITY ATTORNEY



CONTRACTOR:

WITNESSES

IN REM SOLUTIONS, INC.

Print Name

Theresa Rey

Print Name

Theresa Rey

STATE OF

Florida

COUNTY OF

Palm Beach SS:

BY:

Print Name:

Title:

Lisa N. Mulhall

Lisa N. Mulhall

President

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Lisa Mulhall as President of IN REM SOLUTIONS, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of IN REM SOLUTIONS, INC., for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 7 day of June, 2018.



Theresa Rey
NOTARY PUBLIC

Theresa Rey
(Name of Notary Typed, Printed or Stamped)



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 6C.

File ID: 18-0583

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 05/29/2018

Short Title: Contract Database Report

Final Action: 06/06/2018

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:

- (A) IN REM SOLUTIONS, INC. - PROFESSIONAL GRANT WRITING CONSULTING SERVICES
- (B) AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. - EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (EHEAP)
- (C) BROWARD COUNTY TRANSIT DIVISION - COMMUNITY BUS SERVICE PROGRAM
- (D) DR. RICHARD S. DELLERSON, MD, FACEP - PEMBROKE PINES MEDICAL DIRECTOR
- (E) AMERICAN SOCCER COMPANY, INC. - PURCHASE OF SOCCER UNIFORMS

***Agenda Date:** 06/06/2018

Agenda Number: 6C.

Internal Notes:

Attachments: 1.Contract Database Report - 06-06-2018, 2. In Rem Solutions, Inc. - Grant Writing Services (ALL BACKUP), 3. Areawide Council on Aging of Broward County, Inc. - Emergency Home Energy Assistance Program (ALL BACKUP), 4. Broward County Transit Division Interlocal Agreement (ALL BACKUP), 5. Expense-Revenue for Community Bus Program 06-06-2018, 6. Dr. Richard S. Dellerson - Pembroke Pines Fire Medical Director (ALL BACKUP), 7. American Soccer Company, Inc. - Soccer Uniforms (ALL BACKUP)

1 City Commission 06/06/2018 Passed on Consent

Action Text: Items A,B,D and E passed on Consent

Notes:

1 City Commission 06/06/2018 approve

Pass

Action Text: A motion was made by Commissioner Schwartz, seconded by Commissioner Castillo, to approve.
The motion carried by the following vote:

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

Nay: - 0

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:

- (A) IN REM SOLUTIONS, INC. - PROFESSIONAL GRANT WRITING CONSULTING SERVICES
- (B) AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. - EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (EHEAP)
- (C) BROWARD COUNTY TRANSIT DIVISION - COMMUNITY BUS SERVICE PROGRAM
- (D) DR. RICHARD S. DELLERSON, MD, FACEP - PEMBROKE PINES MEDICAL DIRECTOR
- (E) AMERICAN SOCCER COMPANY, INC. - PURCHASE OF SOCCER UNIFORMS

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 June 2018 Contract Database Report, and based on the 90 day requirement, these Agreements are being presented to Commission for approval.

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

1. On April 4, 2018, the City Commission approved to enter into a Professional Grant Writing Consulting Services Agreement with In Rem Solutions, Inc. for an initial one (1) year period commencing on October 1, 2017 and expiring on September 30, 2018.
2. The City utilizes In Rem Solutions, Inc. to provide professional grant writing consulting services for the City to increase the amount of grant funds available to the City.
3. Pursuant to Section 3.2 of the Original Agreement, the term may be extended for additional one (1) year terms upon mutual consent, evidenced by a written Amendment.
4. The City of Pembroke Pines Administration recommends that the City renew this Agreement for an additional one (1) year term, commencing on October 1, 2018 and expiring September 30, 2019, as allowed by the agreement.

(B) Areawide Council on Aging of Broward County, Inc. - Emergency Home Energy Assistance Program (EHEAP)

1. On April 9, 2014, the City Commission approved to enter into a Grant Agreement with

Areawide Council on Aging of Broward County, Inc. for an initial one (1) year period commencing on March 1, 2014 and expiring on March 31, 2015.

2. EHEAP is designed to assist low-income households with at least one member 60 years of age or older experiencing a heating or cooling emergency.

3. Pursuant to Section 5 of the Original Agreement, the term may be extended by mutual agreement of the Parties, in accordance with section 287.058(1)(g), F.S., the Council may renew the contract for a period not to exceed three years, or the term of the original contract.

4. To date, the agreement has had five (5) amendments, including three (3) one (1) year renewals, extending the term of the agreement to September 30, 2018.

5. To date, the application to submit for the EHEAP has not been received. The Community Services Department will present this application on a future agenda item once it has been received and completed.

(C) Broward County Transit Division - Community Bus Service Program (Fund 128)

1. On September 3, 2014, the City Commission approved to enter into an Interlocal Agreement with the Broward County Transit Division for an initial three (3) year period commencing on September 23, 2014 and expiring on September 30, 2017.

2. The City utilizes Broward County Transit Division to provide funding and community bus transportation to the residents of Pembroke Pines and includes the Blue, Gold and Green routes.

3. Pursuant to Section 5.1 of the Original Agreement, the term may be extended for up to two (2) additional one (1) year renewal periods upon written approval Contract Administration.

4. To date, the agreement has had one (1) amendment, including one (1) one (1) year renewal, extending the term of the agreement to September 30, 2018.

5. The Community Services Department recommends that the City renew the agreement for an additional one (1) year term, commencing on October 1, 2018 and expiring September 30, 2019, as allowed by the agreement.

(D) Dr. Richard S. Dellerson, MD, FACEP - Medical Director

1. On August 7, 2013, the City Commission approved to enter into an agreement with Dr. Richard S. Dellerson, MD, FACEP for an initial one (1) period commencing October 1, 2013 and expiring September 30, 2014.

2. The City utilizes Dr. Richard S. Dellerson, MD, FACEP to provide Medical Director Services and to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics.

3. Pursuant to Section 2 of the Original Agreement, the agreement may be renewed upon the mutual consent of the Parties for five (5) additional one (1) year terms.
4. To date, the agreement has had five (5) amendments, including four (4) one (1) year renewals which extended the term of the agreement to September 30, 2018.
5. The Fire Department Recommends that the City renew the agreement for an additional one (1) year term, commencing on October 1, 2018 and expiring September 30, 2019, as allowed by the agreement.

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

1. On October 21, 2015, the City Commission approved to enter into an agreement with American Soccer Company, Inc. for an initial two (2) year period commencing October 1, 2015 and expiring September 30, 2017.
2. The City utilizes American Soccer Company, Inc. for the purchase of soccer uniforms which includes 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.
3. Pursuant to Section 2.2 of the Original Agreement, the Agreement may be renewed for three (3) additional one (1) year terms upon mutual written consent, evidenced by a written Amendment.
4. To date, this agreement has had one (1) amendment, which included one (1) one (1) year renewal which extended the term of the Agreement to September 30, 2018.
5. The Recreation & Cultural Arts Department recommends that the City renew the agreement for an additional one (1) year term, commencing on October 1, 2018 and expiring September 30, 2019, as allowed by the agreement.



PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated ^{APRIL 17, 2018}~~October 1, 2017~~, **nunc pro tunc**, by and between:

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

and

IN REM SOLUTIONS, INC., a **Company**, authorized to do business in the State of Florida, with a business address of **875 Aurelia St, Boca Rotan, FL 33486** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

RECITALS:

WHEREAS, the CITY desires to obtain grant funding for various projects and to further expansion and growth of the development of the City of Pembroke Pines; and,

WHEREAS, the CITY desires to engage a consultant to provide **Grant Writing Consulting Services**; and,

WHEREAS, these are specialized and intricate areas of expertise requiring specific knowledge and skill; and,

WHEREAS, CONSULTANT maintains all required licenses necessary to perform the services required by this Agreement; and,

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

WHEREAS, the City procured pricing for this service under **Section 35.18(C)(2), entitled "Professional Services,"** of the Procurement Code; and,

WHEREAS, **Section 35.18(C)(2)** of the Procurement Code authorizes the City to enter into contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique, without formal bidding procedures; however, state laws, such as the Consultants' Competitive Negotiation Act of the state statutes, as may be amended from time to time to the extent applicable, shall be followed; and,

WHEREAS, CITY desires to employ CONSULTANT to perform the services required herein for the CITY.

WITNESSETH:



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

ARTICLE 1

PREAMBLE

- 1.1 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 CONSULTANT hereby agrees to perform and provide **professional grant writing consulting services** for the CITY to increase the amount of grant funds available to the CITY, or other services which may otherwise be required.

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

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

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

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

2.6 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.



ARTICLE 3

TERM AND TERMINATION

3.1 CONSULTANT shall perform the services as identified in **Article 2** and made part hereof, for an initial period **commencing on October 1, 2017 and ending September 30, 2018.**

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

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

3.4 This Agreement may be terminated by either party for convenience, upon **thirty (30) calendar day's** written notice to the other party in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT 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 CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. CITY agrees to compensate CONSULTANT for all services performed by CONSULTANT **at a rate of one hundred and fifty and 00/100 dollars (\$150.00) an hour on an as needed basis.**

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

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

4.4 Payment will be made to CONSULTANT at:

**In Rem Solutions, Inc.
875 Aurelia St.
Boca Rotan, FL 33486**

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK



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

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

ARTICLE 6

INDEMNIFICATION

6.1 CONSULTANT shall indemnify and hold harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

6.2 CONSULTANT shall indemnify CITY for all loss, damage, expense 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. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONSULTANT 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.

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

6.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONSULTANT.

6.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under section 768.28, Florida Statutes, as may be amended from time to time.

6.6 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that §725.06, Florida Statutes, requires a specific consideration be given therefor. The parties therefore agree that the sum



of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7 **INSURANCE**

7.1 The CONSULTANT shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners principals or subcontractors. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this Article and such insurance has been approved by the Risk Manager of the CITY nor shall the CONSULTANT allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

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

7.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONSULTANT shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

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, then in that event, the CONSULTANT shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as



proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

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

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

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

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

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

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

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

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



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

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

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 7.7.2 Waiver of all Rights of Subrogation against the CITY
- 7.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 7.7.4 CONSULTANT(s) policies shall be Primary & Non-Contributory
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" 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 and/or Inland Marine Policies as their interest may appear.

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

7.9 Any insurance required of the CONSULTANT 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 CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of this Agreement.

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

ARTICLE 8 **DAMAGES**



8.1 The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.

ARTICLE 9

BANKRUPTCY

9.1 It is agreed that if CONSULTANT 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 10

INDEPENDENT CONTRACTOR

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

ARTICLE 11

VENUE

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

ARTICLE 12

PUBLIC RECORDS



12.1 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:

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

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

12.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, 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

12.1.4 Upon completion of the contract, 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.

12.2 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.

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

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

**ARTICLE 13
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**



13.1 During the performance of the Agreement, neither CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 14

SIGNATORY AUTHORITY

14.1 CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signator for CONSULTANT has the authority to enter into this Agreement.

ARTICLE 15

MERGER; AMENDMENT

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

ARTICLE 16

MISCELLANEOUS

16.1 **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 CONSULTANT's work product for its intended purposes.

16.2 **Records.** CONSULTANT 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 CONSULTANT 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.



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

16.4 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT 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 CONSULTANT 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.

16.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, 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, CONSULTANT and CITY designate the following as the respective places for giving of notice:

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

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

Contractor: Lisa N. Mulhall
In Rem Solutions, Inc.
875 Aurelia St.
Boca Roton, FL 33486
Telephone No: (561) 955-1550
Email: lmulhall@inremsolutions.com

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



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

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

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

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

16.11 **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.

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

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

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HAS BEEN INTENTIONALLY LEFT BLANK



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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:


MARLENE D. GRAHAM, CITY CLERK

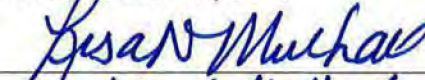
By: 
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:


OFFICE OF THE CITY ATTORNEY

CONSULTANT:

IN REM SOLUTIONS, INC.

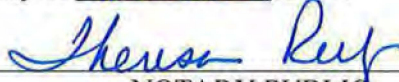
By: 
Name: Lisa N Mulhau
Title: President

STATE OF Florida
COUNTY OF Palm Beach



BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Lisa N Mulhau as President of **In Rem Solutions, Inc.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **In Rem Solutions, Inc.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 12 day of December, 2017.


NOTARY PUBLIC

Theresa Rey

(Name of Notary Typed, Printed or Stamped)





City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 1.

File ID: 18-0016

Type: Purchase

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/08/2018

Short Title: Grant Writing - In Rem Solutions

Final Action: 04/04/2018

Title: MOTION TO RATIFY THE CITY MANAGER'S APPROVAL TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH IN REM SOLUTIONS, INC. TO PROVIDE GRANT WRITING CONSULTING SERVICES TO THE CITY OF PEMBROKE PINES FOR THE PERIOD FROM OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018 AT A RATE OF \$150 PER HOUR ON AN AS NEEDED BASIS.

***Agenda Date:** 04/04/2018

Agenda Number: 1.

Internal Notes:

Attachments: 1. Professional Grant Writing Services - In Rem Solutions, Inc (NOT FULLY EXECUTED), 2. Summary of Previous Projects

1 City Commission 04/04/2018 approve Pass

Action Text: A motion was made by Commissioner Good, seconded by Vice Mayor Castillo, to approve. The motion carried by the following vote:

Notes:

Aye: - 5 Mayor Ortis, Vice Mayor Castillo, Commissioner Schwartz,
Commissioner Siple, and Commissioner Good
Nay: - 0

MOTION TO RATIFY THE CITY MANAGER'S APPROVAL TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH IN REM SOLUTIONS, INC. TO PROVIDE GRANT WRITING CONSULTING SERVICES TO THE CITY OF PEMBROKE PINES FOR THE PERIOD FROM OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018 AT A RATE OF \$150 PER HOUR ON AN AS NEEDED BASIS.

SUMMARY EXPLANATION AND BACKGROUND:

1. The City desires to obtain grant funding for various projects and for the further expansion and growth of the development of the City.
2. The City would like to contract with a consultant to provide grant writing services as the grant writing process requires specific knowledge and skill.
3. The City of Pembroke Pines has been utilizing the professional services of In Rem Solutions, Inc. for grant writing services in previous years. Attached is a summary of previous projects which they have worked on.
4. Section 35.18(C)(2) of the Procurement Code authorizes the City to enter into contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique, without formal bidding procedures; however, state laws, such as the Consultants' Competitive Negotiation Act of the state statutes, as may be amended from time to time to the extent applicable, shall be followed.
5. The City would like to continue utilizing In Rem Solutions, Inc. and has agreed to compensate them at a rate of \$150 per hour on an as needed basis.
6. The agreement will be for an initial period commencing on October 1, 2017 and ending September 30, 2018, and may be renewed for additional one (1) year terms upon mutual consent, evidenced by a written Amendment.
7. Recommend Commission to ratify the City Manager's approval to enter into a professional services agreement with In Rem Solutions, Inc. to provide Grant Writing Consulting Services to the City of Pembroke Pines for the period from October 1, 2017 through September 30, 2018 at a rate of \$150 per hour on an as needed basis.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** Staff has budgeted for \$75,000.
- 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:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.

City of Pembroke Pines
In Rem Solutions, Inc. - Grants Report 2009-2018

<i>Year</i>	<i>Source</i>	<i>Program</i>	<i>Project</i>	<i>Funded</i>
2009	Federal	EECBG	Energy Efficiency & Conservation Grant	\$1,856,526
2009	Federal	US Department of Agriculture	National School Lunch Program	\$69,608
2009	State	FL Department of Children & Families/Broward Children's Services Council	Transitional Living @ Forman Health & Human Services Campus - Year 2	\$93,000
2010	National	National League of Cities	Municipal Excellence-Forman Human Services Campus	Finalist
2011	Federal	Federal Transit Administration/FDOT	Bus Grant	\$475,000
2012	National	US Conference of Mayors & Americans for the Arts	Public Leadership in the Arts	Awarded
2012	National	Harvard Kennedy School's Innovations in American Government	Bright Ideas Award-Municipal Charter Schools	Awarded
2012	State	Florida Recreation Development Assistance Program "FRDAP"	Raintree Park	\$200,000
2012	Broward Children's Services Council	Broward Children's Services Council MOST (Maximizing Out of School Time) Program	Special Needs Summer Camp	\$104,000 annually for 3 years to total \$312,000
2012	Federal	FTA Section 5310	New bus	\$72,000
2012	Foundation	Community Foundation of Broward County	Re-Engage for Good	\$5,000
2013	Foundation	Community Foundation of Broward	Re-engage for Good	\$12,500
2013	Federal	FL Department of Transportation FDOT – Section 5310	Bus Grant-Enhanced Mobility for Seniors	\$76,759
2013	Federal	FL Department of Transportation FDOT – Section 5310	Pines Blvd Beautification	\$67,000
2013	Foundation	Florida League of Cities	E. Harris Drew Lifetime Achievement Award presented to Mayor Ortis	Awarded
2014	Federal	National Endowment for the Arts - Our Town	City Center-The Frank Programming & Plaza Design	\$50,000
2014	Federal	FDOT Section 5310 Mobility for Seniors	Bus + equipment and operating funds	\$107,634
2014	Foundation	Community Foundation of Broward	Art of Community Engagement @ City Center	\$30,000

City of Pembroke Pines
In Rem Solutions, Inc. - Grants Report 2009-2018

2014	State	FL League of Cities Award	City Spirit and Environmental Stewardship – Recycling Program	Awarded
2014	State	FL Div of Cultural Affairs	Cultural Facilities Grant – City Center – The Frank construction	\$500,000
2014	Foundation	U.S. Conference of Mayors	Dollarwise Financial Education Award	Awarded
2015	State	FDOT Section 5310	Bus Grant	\$176,000
2015	Foundation	Harvard Innovations	Bright Ideas Award for The Frank programming	Awarded
2015	County	Broward Tourist Development Tax Capital Challenge	City Center - Great Hall & Frank construction	\$462,350
2015	Foundation	National League of Cities	Let's Move Community Fitness	Awarded Bronze Medal
2015	State	FL Division of Cultural Affairs	Cultural Facilities – City Center – The Frank construction	\$500,000
2016	Foundation	Home Depot	Veterans Housing	\$150,000
2016	State	Section 5310 Bus grant	New buses	\$198,000
2016	State	FL Division of Cultural Affairs	The Frank – Exhibitions & Programming	\$25,000 recommended, \$14,000 appropriated
2017	Federal	FTA Section 5310 Bus Grant	2 Buses + Equipment	\$215,289
2017	Broward Children's Services Council	(Maximizing Out of School Time) MOST Grant	Special Needs Summer Camp	\$107,628 over 3 years to total \$322,884
2017	U.S. Conference of Mayors	Livability Award	Creative Placemaking at Pembroke Pines' City Center	Outstanding Achievement Awarded
2017	U.S. Conference of Mayors	Education – Pathways with a Purpose	College and Career Readiness Programs	Not selected
2017	Florida League of Cities	Municipal Achievement/City Spirit	Creative Placemaking at City Center	Not selected
2017	State	FL Division of Cultural Affairs General Program Support Grant	The Frank Program Support	\$25,000 recommended, \$7,784 appropriated
2017	AARP	AARP Community Challenge	Award for Veteran's job fair	Not selected
2017	Federal	USDOT Transportation Investment Generating	Pembroke Road \$16.8 million	pending

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		Economic Recovery (TIGER) program.		
2017	State	Governor's Job Growth Grant	Sheridan Street widening - \$6.9 million	pending
2018	State	Florida Division of Cultural Affairs	The Frank – Exhibitions & Programming grant	\$25,000 recommended, appropriation pending
2018	Federal	Federal Transit Administration Section 5310	2 new buses + equipment - \$234,214	pending
2018	Federal	FEMA/FL Emergency Management Hurricane Irma Disaster Declaration - Hazard Mitigation Grant Program (HMGP)	In progress	
Total Funded				\$5,973,334

OTHER SERVICES

Grant Administration - Examples:

Broward Community Foundation - Art of Community
FL DCA General Program Support Grants
National Endowment for the Arts Our Town
Broward Tourist Development Tax Capital Challenge

Grants & Awards Research - Examples:

Emergency Management & FEMA Grants
Arts & Design Grants
Infrastructure Grants
Parks & Recreation Grants
Education Grants
Awards – All-America City, Bloomberg, Harvard Innovations, US Conference of Mayors, FL League of Cities

Video Scripts -Examples:

Charter Schools, Parks and Recreation Services, Police Services, Fire Services, Capital Improvement Program, Bond Issue education, Environmental Lands, Affordable Housing, Senior Center Services, City Place, Health Park, Vision 2020.

Special Projects – Examples:

Surtax education program
City Center development support

Master Plans - Examples:

Forman Health Park Master Plan 2004 and 2007

Grant Trainings - Examples:

Research into state and federal funding sources
Nonprofit fundraising efforts
Other trainings as requested by clients