



**EIGHTH AMENDMENT TO LEGISLATIVE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SMITH, BRYAN AND MYERS, INC.**

THIS AMENDMENT (“Eighth 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

SMITH, BRYAN AND MYERS, INC., a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **311 East Park Avenue, Tallahassee, FL 32301** hereinafter referred to as “CONSULTANT”. “CITY” and “CONSULTANT” may hereinafter be referred to collectively as the "Parties" and individually as a “Party”.

WHEREAS, on **February 2, 2017**, the Parties entered into an Agreement (“Original Agreement”) for the provision of consulting services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the CITY with the State and Local Government regulatory agencies for an initial **one (1) year** period, which expired on **January 31, 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 **December 4, 2017**, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional **one (1) year** period, which expired on **January 31, 2019**; and,

WHEREAS, on **November 20, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **January 31, 2020**; and,

WHEREAS, on **January 15, 2020**, 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 **January 31, 2021**; and,

WHEREAS, on **November 4, 2020**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **January 31, 2022**; and,



WHEREAS, on **December 1, 2021**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **January 31, 2023**; and,

WHEREAS, on **December 19, 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 **January 31, 2024**; and,

WHEREAS, on **January 23, 2024**, the Parties executed the Seventh Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expires on **January 31, 2025**; and,

WHEREAS the Parties desire to renew the term for an additional **one (1) year** period, which shall commence on **February 1, 2025**, and naturally expire on **January 31, 2026** 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 an additional **one (1) year** period, which shall commence on **February 1, 2025**, and naturally expire on **January 31, 2026**.

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

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

SECTION 7. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Eighth 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 8. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (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 Eighth Amendment, CONSULTANT certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Eighth Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 9. 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 10. 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 11. 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 12. 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 13. 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 AND AFFIDAVIT FOLLOWS




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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:



Print Name: Jacob Heron
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:


DEBRA E. ROGERS, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

CONSULTANT:

SMITH, BRYAN AND MYERS, INC.

Signed By:  _____

Printed Name: Jeff Hartley _____

Title: President _____



AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

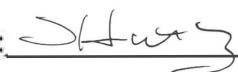
In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

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: 12/05/24

ENTITY: Smith, Bryan and Myers, Inc.

SIGNED BY: 

NAME: Jeff Hartley

TITLE: President



City of Pembroke Pines

**SEVENTH AMENDMENT TO
LEGISLATIVE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SMITH, BRYAN AND MYERS, INC.**

THIS AMENDMENT (“Seventh Amendment”), dated January 23, 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

SMITH, BRYAN AND MYERS, INC., a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **311 East Park Avenue, Tallahassee, FL 32301** hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **February 2, 2017**, the Parties entered into the Legislative Consulting Services Agreement (“Original Agreement”) for the provision of services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies for an initial **one (1) year** period, which expired on **January 31, 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 **December 4, 2017**, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional **one (1) year** period, which expired on **January 31, 2019**; and,

WHEREAS, on **November 20, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **January 31, 2020**; and,

WHEREAS, on **January 15, 2020**, 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 **January 31, 2021**; and,

WHEREAS, on **November 4, 2020**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which



expired on **January 31, 2022**; and,

WHEREAS, on **December 1, 2021**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **January 31, 2023**; and,

WHEREAS, on **December 19, 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 **January 31, 2024**; and,

WHEREAS, the Parties desire to renew the term for an additional **one (1) year** period, which shall commence on **February 1, 2024**, and naturally expire on **January 31, 2025** 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 **February 1, 2024**, and naturally expire on **January 31, 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 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 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, as amended, 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 J. Ford 12/16/23

Print Name: Samuel J. Ford
OFFICE OF THE CITY ATTORNEY

BY: *Frank C. Ortis*

MAYOR FRANK C. ORTIS

ATTEST:

DocuSigned by:
Marlene D. Graham January 23, 2024
E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK

BY: *Charles F. Dodge* January 23, 2024
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER



CONTRACTOR:

SMITH, BRYAN AND MYERS, INC.

Signed By: *Jeff Hartley*

Printed Name: Jeff Hartley

Title: President



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 18.

File ID: 24-0040

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/03/2024

Short Title: Contracts Database Report - January 17th, 2024

Final Action: 01/17/2024

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

(A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal

(B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal

(C) Smith, Bryan & Myers, Inc. - Legislative Consulting Services - Renewal

(D) Calvin, Giordano & Associates, Inc. - Building Department Services - Renewal

(E) The Wetlandsbank Company, LLC - Mitigation Bank - Renewal

(F) Tyler Technologies, Inc. - Enterprises Resource Planning (ERP) SaaS - Renewal

(G) Hazen and Sawyer, P.C. - Continuing Professional Services - Renewal

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

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

(I) Ferguson Enterprises, LLC. d/b/a Ferguson Waterworks - Underground utility parts - Non-renewal

***Agenda Date:** 01/17/2024

Agenda Request Form Continued (24-0040)

Agenda Number: 18.

Internal Notes:

Attachments: 1. Contract Database Report - January 17th, 2024, 2. A. Ericks Consultants Inc - Legislative Consulting (AB), 3. B. Lawrence J. Smith, P.A. - Legislative Consulting (AB), 4. C. Smith, Bryan and Myers - Legislative Consulting Services (AB), 5. D. CGA - Building Department Services Agreement (all backup), 6.1 D. Scorecard and Evaluation - CGA Building Department January 2024 with owner builder affidavit, 7. E. Wetlandsbank Company (The) - Wetlands Mitigation Bank Agreement (all backup), 8. F. Tyler Technologies, Inc.- ERP System Software Service Agreement (all backup), 9. G. HAZEN AND SAWYER PC - PSUT-20-10 - WWTP PROCESS ENGINEERING (all backup), 10. I. Ferguson Enterprises - Underground Utility Parts (AB)

Related Files:

1 City Commission 01/17/2024

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

- (A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal
- (B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal
- (C) Smith, Bryan & Myers, Inc. - Legislative Consulting Services - Renewal
- (D) Calvin, Giordano & Associates, Inc. - Building Department Services - Renewal
- (E) The Wetlandsbank Company, LLC - Mitigation Bank - Renewal
- (F) Tyler Technologies, Inc. - Enterprises Resource Planning (ERP) SaaS - Renewal
- (G) Hazen and Sawyer, P.C. - Continuing Professional Services - Renewal

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

- (H) Toshiba America Business Solutions, Inc. - Multi-Function Products (Printers/Copiers) - Non-Renewal
- (I) Ferguson Enterprises, LLC. d/b/a Ferguson Waterworks - Underground utility parts - Non-renewal

SUMMARY EXPLANATION AND BACKGROUND:

Agenda Request Form Continued (24-0040)

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) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal

1. On January 24, 2013, the City entered into an Agreement with Ericks Consultants, Inc. for an initial one (1) year period, which expired on January 31, 2014.

2. Ericks Consultants, Inc. provides the City with consulting services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meeting or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.

3. Section 6.01 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. The term of the Original Agreement, as amended, has been renewed up to and including January 31, 2024.

5. City Staff recommends the City Commission to approve this Eleventh Amendment to renew the term for an additional one (1) year period, which shall commence on February 1, 2024, and naturally expire on January 31, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$84,000.00
- b) **Amount budgeted for this item in Account No:** 001-519-800-531500 (Professional Services-Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2-year projection of the operational cost of the project:**

	Current FY	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$56,000.00	\$28,000.00
Net Cost	\$56,000.00	\$28,000.00

Agenda Request Form Continued (24-0040)

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

FEASIBILITY REVIEW:

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

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

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

(B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal

1. On January 25, 2013, the City entered into an Agreement with Lawrence J. Smith, P.A. for an initial one (1) year period, which expired on January 31, 2014.
2. Lawrence J. Smith, P.A. provides services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory services.
3. Section 6.01 of the Original Agreement, as amended, 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 term of the Original Agreement, as amended, has been extended to January 31, 2024.
5. On December 20, 2022, the City approved the Tenth Amendment to the Original Agreement, as amended, to modify the Scope of Services to remove the requirement of Lawrence J. Smith, P.A. to lobby at the State level on behalf of the City. As a result of this modification, the total compensation amount stated in the original agreement, as amended, was reduced to \$50,000 from \$84,000.
6. City Staff recommends that the City Commission approve this Eleventh Amendment to renew the term for an additional one (1) year period, which shall commence on February 1, 2024, and naturally expire on January 31, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$50,000.00

b) **Amount budgeted for this item in Account No:** 001-519-800-531500 (Professional Services-Other)

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

d) **2-year projection of the operational cost of the project:**

Agenda Request Form Continued (24-0040)

	Current FY	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$33,333.33	\$16,666.67
Net Cost	\$33,333.33	\$16,666.67

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

(C) Smith, Bryan & Myers, Inc. - Legislative Consulting Services - Renewal

1. On February 2, 2017, the City entered into an Agreement with Smith, Bryan & Myers, Inc. for an initial one (1) year period which expired on January 31, 2018.
2. Smith, Bryan and Myers, Inc. provides the City with services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.
3. Section 6.01 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 extending the term thereof.
4. To date the term of the Original Agreement has been extended to January 31, 2024.
5. City Staff recommends that the City Commission approve this Seventh Amendment to renew the term for an additional one (1) year period, which shall commence on February 1, 2024, and naturally expire on January 31, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$36,000.00

b) **Amount budgeted for this item in Account No:** 001-519-800-531500 (Professional Services-Other)

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

d) **2-year projection of the operational cost of the project:**

Agenda Request Form Continued (24-0040)

	Current FY	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$24,000.00	\$12,000.00
Net Cost	\$24,000.00	\$12,000.00

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) Calvin, Giordano and Associates, Inc. - Building Department Services - Renewal

1. On July 1, 2009, the City entered into a Professional Services Agreement with Calvin Giordano & Associates, Inc. (CGA) for an initial five (5) year period, commencing July 1, 2009, and expiring June 30, 2014, with subsequent one (1) year renewals.
2. Calvin, Giordano and Associates, Inc. provides plan review, inspection, and other building department related services pursuant to Request for Proposals No F109-05.
3. The term of the Agreement was renewed annually six (6) times, extending the term to June 30, 2020, with direction provided by the City Commission to the City Manager to negotiate better terms in an effort to generate additional revenues for the City.
4. On June 3, 2020, the Parties entered into the Eighth Amendment to decrease the fees and costs set forth in the Original Agreement, pursuant to a decrease in the Consumer Price Index, and to renew the term for one (1) year to expire on June 30, 2021.
5. On November 17th, 2021, following negotiations by the City Manager, Workshops, and the submittal of various reports requested by City Commissioners, the City Commission approved the Tenth Amendment to the Agreement to include re-negotiated terms with additional clarification to the definitions and terms as noted in the Commission Auditors' report, and to extend the Term for three (3) years to December 31, 2024 with an option to renew for an additional one (1) year term upon the mutual consent of the Parties, evidenced by written amendments to the Original Agreement, as amended, but subject, nonetheless to a formal and public performance review of the CONTRACTOR by the City, to be conducted by and through the City Commission, prior to the end of the three year term.
6. City Staff has completed the requested performance review, also referenced as the

Agenda Request Form Continued (24-0040)

Evaluation and Scorecard, which is attached to this agenda.

7. City Staff recommends that the City Commission approve this Eleventh Amendment to renew the term for one (1) year, commencing on January 1, 2025, and expiring on December 31, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** This contract is based on a % of revenues; the City retains 11.5% of permit revenues and CGA receives 88.5% for operations. Per the contract City is also reimbursed for rent and administrative fees.
- b) **Amount budgeted for this item in Account No:** Amounts are budgeted in the following Revenue Accounts: Rental City Facilities 001-000-6001-362030-0000-000-0000-; Administrative Fee - Building Svc 001-000-0800-341310-0000-000-0000- Fund 110 - Building was also created, due to the transition to Energov.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5-year projection of the operational cost of the project:** The City’s 11.5% is used to offset other costs related to the building operations such as the Energov software purchase and annual licenses. See attached Revenue Summary.

	Current FY	Year 2	Year 3
Revenues	\$1,418,525.00	\$1,468,174.00	\$388,988.00
Expenditures	(\$1,418,525.00)	(\$1,468,174.00)	(\$388,988.00)
Net Cost	\$.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?** Yes.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** See attached In-House Analysis

(E) The Wetlandsbank Company, LLC - Wetlands Mitigation Bank - Renewal

1. On March 28th, 2019, the City entered into a License Agreement with The Wetlandsbank Company, LLC for a five (5) year period which will expire on March 27th, 2024.
2. The City has granted The Wetlandsbank Company, LLC (“TWC”) exclusive right to sell Mitigation Bank Credits in the Mitigation Bank and to ensure that any such Credit Sale is in full compliance with the Agreement and with all applicable Permits and requirements of federal,

Agenda Request Form Continued (24-0040)

state, and local laws. The intention of the license agreement is for the sale of Mitigation Bank Credits to be used to meet the compensatory mitigation obligations under applicable laws for those persons seeking to undertake development or other activities that adversely impact regulated Wetlands in the Service Area of the Mitigation Bank.

3. Section 3 of the Agreement authorizes its renewal for two (2), additional, five (5) year terms subject to the execution of written amendments to the Agreement, executed by both Parties, and approved by the City Commission.

4. On July 9th, 2020, the Parties executed the First Amendment to authorize TWC to attempt to add more State Mitigation Bank Credits under the South Florida Water Management District Permit and to market such credits, as well as to provide for payment to the City of the applicable License Fee relating to the sale of State Credits or the sale of dual Credits.

5. The Finance Department recommends that the City Commission approve this Second Amendment for the first, five (5) year renewal term which shall commence on March 28th, 2024, and shall expire on March 27th, 2029, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Revenue: The sale of the wetland bank credits are a revenue to the City. The City receives 45% of the gross sales proceeds and the Wetlandsbank Co receives 55%.

b) Amount budgeted for this item in Account No: The City does not budget for this revenue, as we do not know the amount or exact timing of when the revenues will be received. Once the sale is completed revenues are recorded in account 001-000-7001-369100-0000-000-0000- Sale of wetland credits

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

d) 5-year projection of the operational cost of the project We do not anticipate this revenue prior to collection.

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

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

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

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

(F) Tyler Technologies, Inc. - Enterprises Resource Planning (ERP) SaaS - Renewal

1. On April 24th, 2019, the City entered into an Agreement with Tyler Technologies, Inc. for an

Agenda Request Form Continued (24-0040)

initial three (3) year period, which expired on April 30th, 2022.

2. Tyler Technologies, Inc. provides Enterprises Resource Planning (ERP) Software as a Service, City-wide.

3. On October 7th, 2019, the Parties executed Change Order 001 to reallocate conversion hours to lead hours (Consulting).

4. On April 28th, 2020, the Parties executed Change Order 002 to remove the Bid Management Module.

5. On June 1st, 2020, the Parties executed Change Order 003 to remove conversion services and to add 7 Tyler ready forms.

6. On February 7th, 2021, the Parties executed Change Order 004 to increase the annual SaaS fee in the amount of \$40K and to update Go-Live Dates.

7. On June 9th, 2021, the Parties executed Change Order 005 to convert travel expenses and increase implementation services in the amount of \$347,900.00.

8. On December 7th, 2021, the Parties executed Change Order 006 to convert travel expenses to implementation services in the amount of \$182,000.00.

9. On February 10th, 2022, the Parties executed Change Order 007 to remove the ExecuTime services and reduce the annual amount by \$33,217.00.

10. On March 16th, 2022, the Parties executed Change Order 008 to increase the annual amount to \$115,323.33 for additional implementation services and agreed to the automatic renewal of the contract term for an additional one (1) year period which will expire on April 30th, 2023.

11. On December 14th, 2022, the City Commission approved automatic renewal of the Agreement term at the then-current SaaS fees expiring on April 30th, 2024.

12. On December 6th, 2023, the City Commission ratified Change Orders 009 through 013 to increase the compensation under the agreement by \$454,900 for additional services and to also increase the annual SaaS licensing fees by \$4,881.

13. The Technology Services Department recommends that the City Commission approve for the Agreement to renew for a fourth, additional one (1) year term commencing on May 1st, 2024, and expiring on April 30th, 2025.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$1,600,000.00

b) Amount budgeted for this item in Account No: 001-513-2002-546801-0000-000-0000

Agenda Request Form Continued (24-0040)

- IT Maintenance Contracts

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

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

	Current FY (May-Sept)	FY 2024-25 (Oct-Apr)
Revenues	\$0.00	\$0.00
Expenditures	\$0.00	\$1,600,000.00
Net Cost	\$0.00	\$1,600,000.00

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

FEASIBILITY REVIEW:

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

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

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

(G) Hazen and Sawyer, P.C. - Continuing Professional Services - Renewal

1. On February 2nd, 2021, the City entered into an Agreement with Hazen and Sawyer, P.C. for an initial three (3) year period, which will expire on February 1st, 2024.

2. Hazen and Sawyer, P.C. provides Process Engineering Services for the Wastewater Treatment Plant collection and distribution facilities, for construction and process improvement projects, with a focus on additions and alterations to existing facility systems.

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 Utilities Department recommends that the City Commission approve this Second Amendment to amend the compensation and to provide for the first, one (1) year renewal term commencing on February 2nd, 2024, and expiring on January 31st, 2025, 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:** Account Coding will be determined at

Agenda Request Form Continued (24-0040)

the time of, and dependent on, each project.

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

1. On February 3rd, 2015, the City entered into an Agreement with Toshiba America Business Solutions, Inc. for an initial five (5) year period, which expired on February 1st, 2020.
2. The City of Pembroke Pines utilizes Toshiba America Business Solutions, Inc. to provide for the purchase and lease of Multi-Function Products (Printers/Copiers) city-wide.
3. Section 3.2 of the Original Agreement authorizes additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The term of the Agreement has been renewed four (4) times and further extended for 180 days expiring on April 29th, 2024.
5. The Agreement will not be further renewed. A new procurement process for these services was initiated and the results are being presented for City Commission approval at the current meeting.

(I) Ferguson Enterprises, LLC. d/b/a Ferguson Waterworks - Underground utility parts - Non-Renewal

1. On May 5, 2021, the City entered into an Agreement with Ferguson Enterprises, LLC. d/b/a Ferguson Waterworks for the provision of underground utility parts for an initial period, which expires on April 1, 2024.
2. Ferguson Enterprises, LLC. d/b/a Ferguson Waterworks provided the City with underground utility parts.

Agenda Request Form Continued (24-0040)

3. The Agreement does not allow for any renewals and the City Utilities Department has not been using this Agreement since the City entered in the Agreement with Ferguson Enterprises, LLC. for the provision of Utilities Fittings and Accessories.



City of Pembroke Pines

**SIXTH AMENDMENT TO
LEGISLATIVE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SMITH, BRYAN AND MYERS, INC.**

THIS AMENDMENT ("Sixth Amendment"), dated December 19, 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

SMITH, BRYAN AND MYERS, INC., a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **311 E Park Avenue, Tallahassee, FL 32301** hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **February 2, 2017**, the Parties entered into the Legislative Consulting Services Agreement ("Original Agreement") for services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies for an initial **one (1) year** period, which expired on **January 31, 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 **December 4, 2017**, the Parties executed the First Amendment to the Original Agreement to renew the term of the Original Agreement for **one (1) year** period, which expired on **January 31, 2019**; and,

WHEREAS, on **November 20, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to supplement the terms contained in the Original Agreement, as amended, and to renew the term for **one (1) year** period, which expired on **January 31, 2020**; and,

WHEREAS, on **January 15, 2020**, the Parties executed the Third Amendment to the Original Agreement, as amended, to supplement the terms contained in the Original Agreement, as amended, and to renew the term for **one (1) year** period, which expired on **January 31, 2021**; and,

WHEREAS, on **November 4, 2020**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to supplement the terms contained in the Original Agreement, as



City of Pembroke Pines

amended, and to renew the term for **one (1) year** period, which expired on **January 31, 2022**; and,

WHEREAS, on **December 1, 2021**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to supplement the terms contained in the Original Agreement, as amended, and to renew the term for **one (1) year** period, which expires on **January 31, 2023**; 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 **one (1) year** period which shall commence on **February 1, 2023**, and naturally expire on **January 31, 2024**, as set forth in this Sixth Amendment.

W I T N E S S E T H

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

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

SECTION 2. The Original Agreement, as amended, is hereby renewed for **one (1) year** period which shall commence on **February 1, 2023**, and naturally expire on **January 31, 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, 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.



City of Pembroke Pines

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

SECTION 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 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 December 19, 2022

E858EEEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

BY: _____

Frank C. Ortis
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

Heather Needelman

Print Name: Heather Needelman
OFFICE OF THE CITY ATTORNEY

DocuSigned by:

BY: Charles F. Dodge December 19, 2022

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

CONSULTANT:

SMITH, BRYAN AND MYERS, INC

Signed By: Jeff Hartley

Name: Jeff Hartley

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: 22-0702

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/30/2022

Short Title: Contracts Database Report - December 14th, 2022

Final Action: 12/14/2022

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

- (A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal
- (B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal
- (C) Smith, Bryan and Myers, Inc. - Legislative Consulting Services - Renewal
- (D) Toshiba America Business Solutions, Inc. - Multi-Function Products (Printers/Copiers) - Renewal
- (E) Tyler Technologies, Inc. - Enterprises Resource Planning (ERP) SaaS - Renewal

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

- (F) A Love for Language - Speech/Language Pathology Services - Non-Renewal
- (G) Herff Jones, LLC. - High School Yearbook Services - Non-renewal
- (H) Maverick United Elevator, LLC. - Elevator Maintenance and Repairs (City-wide) - Non-Renewal
- (I) Allied Universal Corporation - Furnish and Deliver Sodium Hydroxide 50% by Weight CO-OP Agreement - Non-Renewal

***Agenda Date:** 12/14/2022

Agenda Request Form Continued (22-0702)

Agenda Number:

Internal Notes:

Attachments: 1. Contracts Database Report - December 14, 2022, 2. A. Ericks Consultants Inc - Legislative Consulting (all backup), 3. B. Lawrence J. Smith, P.A. - Legislative Consulting (all backup), 4. C. Smith, Bryan & Myers - Legislative Consulting Services (AB), 5. D. Toshiba America Business Solutions - Multi-Function Products (all backup), 6. E. Tyler Technologies, Inc.- ERP System Software Service Agreement-all backup, 7. F. A Love For Language - Speech & Language Pathology Agreement (Orig.-3rd Amendment)(ABD), 8. G. Herff Jones- HS Yearbook Services-ABD Orig-2nd, 9. H. Maverick_United_Elevator_LLC__Elevator_Maintenance_Citywide (all backup), 10. I. Allied Universal Corporation - Sodium Hydroxide 50% by Weight Co-Op (AB)

1 City Commission 12/14/2022 approve Pass

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

Notes: Commissioner Good read item 21 (A), (B) and (C) into the record. would like to see if these can be shared with commission by consultants, representatives from Erick Consultant, etc.

Lauren Jackson with Erick Consultants addressed the commission. Worked with Bartleman and other members of their lobbying team. Almost successful in getting appropriations for the Howard Forman utilities location. Education and charter school packages. work with league of cities. SB280 bill, SB620 vetoed, worked on pre-emptions, election year. fostering relationships with leadership.

Mayor Ortis commented on the lobbyist group.

Commissioner Good asked if there were any reps for the other

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

Nay: - 0

1 City Commission 12/14/2022 approve Pass

Action Text: A motion was made by Commissioner Good Jr., seconded by Commissioner Siple, to approve Sections (A), (B) and (C) of Item 21.

(A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal

(B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal

(C) Smith, Bryan and Myers, Inc. - Legislative Consulting Services - Renewal

The motion carried by the following vote:

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

Nay: - 0

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

(A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal

(B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal

Agenda Request Form Continued (22-0702)

(C) Smith, Bryan and Myers, Inc. - Legislative Consulting Services - Renewal

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

(E) Tyler Technologies, Inc. - Enterprises Resource Planning (ERP) SaaS - Renewal

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

(F) A Love for Language - Speech/Language Pathology Services - Non-Renewal

(G) Herff Jones, LLC. - High School Yearbook Services - Non-renewal

(H) Maverick United Elevator, LLC. - Elevator Maintenance and Repairs (City-wide) - Non-Renewal

(I) Allied Universal Corporation - Furnish and Deliver Sodium Hydroxide 50% by Weight CO-OP Agreement - 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) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal

1. On January 24, 2013, the City entered into an Agreement with Ericks Consultants, Inc. for an initial one (1) year period, which expired on January 31, 2014.
2. Ericks Consultants, Inc. provides the City with consulting services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meeting or rule making proceedings, and to assist the City with the State and Local Government regulatory

Agenda Request Form Continued (22-0702)

agencies.

3. Section 6.01 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. The term of the Original Agreement, as amended, has been renewed nine (9) times extending the term up to and including January 31, 2023.

5. The Administration Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends the City Commission to approve this Tenth Amendment to renew the term for an additional one (1) year period, which shall commence on February 1, 2023, and naturally expire on January 31, 2024.

Reviewed by Commission Auditor.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$84,000.00

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) 2 year projection of the operational cost of the project:

	Current FY	Year 2
Revenues	\$.00	\$.00
Expenditures	\$56,000.00	\$28,000.00
Net Cost	\$56,000.00	\$28,000.00

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

(B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal

1. On January 25, 2013, the City entered into an Agreement with Lawrence J. Smith, P.A. for an initial one (1) year period, which expired on January 31, 2014.

Agenda Request Form Continued (22-0702)

2. Lawrence J. Smith, P.A. provides services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory services.
3. Section 6.01 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
4. To date the Original Agreement has had nine (9) amendments including nine (9) additional one (1) year terms, which has extended the term up to and including January 31, 2023.
5. The Scope of Services is being modified to remove the requirement of Lawrence J. Smith, P.A. to lobby at the State level on behalf of the City.
6. As a result of the modification stated above, the total compensation amount stated in the original agreement, as amended, is being reduced to \$50,000 from \$84,000.
7. The Administration Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Tenth Amendment to revise the Scope of Services and to renew the Term for an additional one (1) year period, which shall commence on February 1, 2023, and naturally expire on January 31, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$50,000.00
- 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) **2 year projection of the operational cost of the project:**

	Current FY	Year 2
Revenues	\$.00	\$.00
Expenditures	\$33,333.33	\$16,666.67
Net Cost	\$33,333.33	\$16,666.67

- 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**

Agenda Request Form Continued (22-0702)

Labor for this service? Not Applicable

(C) Smith, Bryan & Myers, Inc. - Legislative Consulting Services - Renewal

1. On February 2, 2017, the City entered into an Agreement with Smith, Bryan & Myers, Inc. for an initial one (1) year period which expired on January 31, 2018.
2. Smith, Bryan and Myers, Inc. provides the City with services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.
3. Section 6.01 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 extending the term thereof.
4. To date the Original Agreement has had five (5) amendments, including five (5) additional one (1) year terms, which extended the term up to and including January 31, 2023.
5. The Administration Department is satisfied with the performance and execution of the Original Agreement, as amended 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 February 1, 2023, and naturally expire on January 31, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$36,000.00
- 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) **2 year projection of the operational cost of the project:**

	Current FY	Year 2
Revenues	\$.00	\$.00
Expenditures	\$24,000.00	\$12,000.00
Net Cost	\$24,000.00	\$12,000.00

- 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

Agenda Request Form Continued (22-0702)

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

1. On February 3, 2015, the City entered into an Agreement with Toshiba America Business Solutions, Inc. for an initial five (5) year period, which expired on February 1, 2020.
2. The City of Pembroke Pines utilizes Toshiba America Business Solutions, Inc. to provide for the purchase and lease of Multi-Function Products (Printers/Copiers) city-wide.
3. Section 3.2 of the Original Agreement authorizes additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Agreement has been renewed three (3) times extending the term up to and including February 2, 2023.
5. The Procurement Department is in the process of completing the procurement of these services and will present it to City Commission for approval. The nine (9) month renewal term being presented herein is to align it with the current term of the lease agreements currently active for those machines at the Charter Schools.
6. The Technology Services Department is satisfied with the performance and execution of the Original Agreement and recommends on behalf of all Departments city-wide that the City Commission approve this Fifth Amendment for a nine (9) month renewal term, which shall commence on February 2, 2023, and shall expire on October 31, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) Estimated Renewal Cost (based on current usage and needs):** \$162,543.77 (based on an estimated annual cost of \$216,725.03)
- b) Amount budgeted for this item in Account No:** Various accounts City-wide and School-wide with an estimated \$97,477.22 (based on annual of \$129,969.62) under object code 544200 Rents, Machinery and Equipment and estimated \$65,066.55 (based on an annual of \$86,755.40) under 546800 Maintenance Contracts:
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 7-month projection of the operational cost of the project:**

544200 Rents, Machinery and Equipment

	School FY 2022-22 (Feb-Jun)	School FY 2023-24 (Jul-Oct)
Revenues	\$.00	\$.00
Expenditures	\$21,977.16	\$17,581.74

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Net Cost	\$21,977.16	\$17,581.74
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	City FY 2022-23 (Feb-Sept)	City FY 2023-24 (Oct)
Revenues	\$0.00	\$0.00
Expenditures	\$51,428.95	\$6,435.37
Net Cost	\$51,428.95	\$6,435.37

546800 Maintenance Contracts

	School FY 2022-23 (Feb-Jun)	School FY 2023-24 (Jul-Oct)
Revenues	\$0.00	\$0.00
Expenditures	\$16,478.16	\$13,182.52
Net Cost	\$16,478.16	\$13,182.52

	City FY 2022-23 (Feb-Sept)	City FY 2023-24 (Oct)
Revenues	\$0.00	\$0.00
Expenditures	\$31,471.88	\$3,933.99
Net Cost	\$31,471.88	\$3,933.99

Overall

	School FY 2022-23 (Feb-Jun)	School FY 2023-24 (Jul-Oct)
Revenues	\$0.00	\$0.00
Expenditures	\$38,455.32	\$30,764.26
Net Cost	\$38,455.32	\$30,764.26

	City FY 2022-23 (Feb-Sept)	City FY 2023-24 (Oct)
Revenues	\$0.00	\$0.00
Expenditures	\$82,954.84	\$10,369.36
Net Cost	\$82,954.84	\$10,369.36

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) Tyler Technologies, Inc. - Enterprises Resource Planning (ERP) SaaS - Renewal

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1. On April 24, 2019, the City entered into an Agreement with Tyler Technologies, Inc. for an initial three (3) year period, which expired on April 30, 2022.
2. Tyler Technologies, Inc. provides Enterprises Resource Planning (ERP) Software as a Service, City-wide.
3. On October 7, 2019, the Parties executed Change Order 001 to reallocate conversion hours to lead hours (Consulting).
4. On April 28, 2020, the Parties executed Change Order 002 to remove the Bid Management Module.
5. On June 1, 2020, the Parties executed Change Order 003 to remove conversion services and to add 7 Tyler ready forms.
6. On February 7, 2021, the Parties executed Change Order 004 to increase the annual SaaS fee in the amount of \$40K and to update Go-Live Dates.
7. On June 9, 2021, the Parties executed Change Order 005 to convert travel expenses and increase implementation services in the amount of \$347,900.00.
8. On December 7, 2021, the Parties executed Change Order 006 to convert travel expenses to implementation services in the amount of \$182,000.00.
9. On February 10, 2022, the Parties executed Change Order 007 to remove the ExecuTime services and reduce the annual amount by \$33,217.00.
10. On March 16, 2022, the Parties executed Change Order 008 to increase the annual amount to \$115,323.33 for additional implementation services and agreed to the automatic renewal of the contract term for an additional one (1) year period which will expire on April 30, 2023.
11. The Technology Services Department is satisfied with the performance and execution of the Original Agreement, as amended. The Agreement will renew automatically for additional one year renewal terms at the then-current SaaS fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. The upcoming renewal term will commence on May 1st, 2023 and expire on April 30th, 2024.

FINANCIAL IMPACT DETAIL:

- a) **Estimated Renewal Cost:** \$1,501,733.00 (\$1,501,733.00 SaaS Licensing Fees & \$0 Estimated One-Time Fees)
- 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:** In the event that the actuals

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exceed the estimated amounts, a change order will be processed.

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

	Current FY (May - Sept)	FY 2023-24 (Oct-Apr)
Revenues	\$.00	\$.00
Expenditures	\$.00	\$1,501,733.00
Net Cost	\$.00	\$1,501,733.00

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

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

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable**(F) A Love for Language - Speech/Language Pathology Services - Non-Renewal**

1. On August 19, 2020, the City Commission approved to enter into a Speech and Language Pathology Services Agreement with A Love for Language, Inc. for an initial one (1) year period, which expired on June 30, 2021.
2. The City of Pembroke Pines Academic Village Charter High School utilizes A Love for Language, Inc. to provide speech pathology services for its students, a service required of schools by the School Board of Broward County.
3. Section 3.1 of the Original Agreement allows for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. To date the Original Agreement has had three (3) amendments including two (2) additional one (1) year renewals which extended the term of the Original Agreement, as amended, and will naturally expire on June 30, 2023.
5. The City's Academic Village Charter High School is satisfied with the performance and execution of the Original Agreement, as amended, but at this time there are no further renewals available, and the Department will begin a new procurement process for these services.

(G) Herff Jones, LLC. - High School Yearbook Services - Non-renewal

1. On April 17, 2017, the City Commission approved to enter into an Agreement with Herff

Agenda Request Form Continued (22-0702)

Jones, LLC. for an initial two (2) year period, which expired on April 4, 2019.

2. The City of Pembroke Pines Charter High School utilizes Herff Jones, LLC. to provide High School yearbook services.
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 January 30, 2019, the City commission approved the First Amendment to the Original Agreement to renew the term of the Original Agreement for a two (2) year period which expired on April 4, 2021.
5. On February 17, 2021, the City commission approved the Second Amendment to the Original Agreement, to extend the term of the Original Agreement, as amended, for a two (2) year period which will naturally expire on April 4, 2023.
6. The City of Pembroke Pines Academic Village High School is satisfied with the performance and execution of the Original Agreement, as amended, but at this time there are no further renewals available, and the Department will begin a new procurement process for these services.

(H) Maverick United Elevator, LLC. - Elevator Maintenance and Repairs (City-wide) - Non-Renewal

1. On August 4, 2021, the City entered into an Agreement with Maverick United Elevator, LLC. for an initial period, which expired on June 5, 2022.
2. Maverick United Elevator, LLC. provides elevator maintenance and repair services City-wide.
3. Section 4 of the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for an additional, one (1) year term, if the City of Fort Lauderdale renewed the terms of Exhibit "A" for an additional one (1) year.
4. On June 23, 2022, the City of Fort Lauderdale renewed the terms of Exhibit "A" for an additional one (1) year.
5. On October 24, 2022, the Parties renewed the Agreement for one (1) year which will expire on June 5, 2023, as allowed by the Agreement.
6. The Agreement does not allow for any further renewals, and the Public Services Department will begin a new procurement process to contract for these services.

(I) Allied Universal Corporation - Furnish and Deliver Sodium Hydroxide 50% by Weight CO-OP Agreement - Renewal

Agenda Request Form Continued (22-0702)

1. On May 23, 2017, the City Commission approved the purchase of chemicals from Allied Universal Corporation utilizing the Southeast Florida Governmental Cooperative Purchasing Agreement for an initial two (2) year period which expired on April 16, 2020.
2. Allied Universal Corporation furnish and deliver sodium hydroxide 50% by weight to the City's Wastewater Plant (East Scrubber).
3. The Original Agreement allowed for three (3) additional one (1) year renewal terms upon mutual consent.
4. To date the term of the Original Agreement has been renewed three (3) times extending the term of the Original Agreement to April 16, 2023.
5. The Utilities Department is satisfied with the performance and execution of the Original Agreement; however, there are no more renewals available, and a new procurement process will be needed for these goods and services.



City of Pembroke Pines

**FIFTH AMENDMENT TO
LEGISLATIVE CONSULTING AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SMITH, BRYAN & MYERS, INC.**

THIS AMENDMENT ("Fifth Amendment"), dated this 1st day of December **2021**, 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

SMITH, BRYAN & MYERS, LLC, a **Limited Liability Company**, as listed with the Florida Division of Corporations, with a business address of **311 East Park Avenue, Tallahassee, FL 32301** hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **February 2nd, 2017**, the Parties entered into a Legislative Consulting Services Agreement ("Original Agreement") for services and related assistance during legislative sessions, including State and Local administrative and agency hearings, meetings or rule making proceedings, for an initial **one (1) year period**, which expired on **January 31st, 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 **December 4th, 2017**, the Parties executed the First Amendment to the Original Agreement to revise and supplement the terms contained therein and to renew the term of the Original Agreement for an additional one (1) year period, which expired on **January 31st, 2019**; and,

WHEREAS, on **November 20th, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to revise and supplement the terms contained therein and to renew the term of the Original Agreement, as amended, for an additional one (1) year period, which expired on **January 31st, 2020**; and,

WHEREAS, on **January 15th, 2020**, 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 of the Original Agreement, as amended, for an additional one (1) year period,



City of Pembroke Pines

which expired on **January 31st, 2021**; and,

WHEREAS, on **November 4th, 2020**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to revise and supplement the terms contained therein and to renew the term of the Original Agreement, as amended, for an additional one (1) year period, which expires on **January 31st, 2022**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to supplement the terms contained in the Original Agreement, as amended, and renew the term for an additional one (1) year period which shall commence on **February 1st, 2022** and naturally expire on **January 31st, 2023** as set forth in this Fifth Amendment.

WITNESSETH

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

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

SECTION 2. The Original Agreement, as amended, is hereby renewed for an additional **one (1) year** period which shall commence on **February 1st, 2022** and naturally expire on **January 31st, 2023**.

SECTION 3. Notices. The Parties hereby agree that Section 25.05, of the Original Agreement, as amended, is hereby amended as set forth below:

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

....

"

SECTION 4. 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:

4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott



City of Pembroke Pines

Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

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

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

4.2.2 Is engaged in business operations in Syria.

SECTION 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.



City of Pembroke Pines

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. 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 7. 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 8. 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 9. 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 10. This Fifth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Fifth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene Graham December 6, 2021

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

BY: *Frank C. Ortis*

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

Samuel S. Goran Jan 12 11/21

Print Name: SAMUEL S. GORAN
OFFICE OF THE CITY ATTORNEY

BY: *Charles F. Dodge*

CHARLES F. DODGE, CITY MANAGER

CONSULTANT:

SMITH BRYAN AND MYERS, LLC

Signed By: *Jeff Hartley*

Name: Jeff Hartley

Title: Partner



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 9.

File ID: 21-1072

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 11/22/2021

Short Title: Contracts Database Report - December 01, 2021

Final Action: 12/01/2021

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

- (A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal
- (B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal
- (C) Smith, Bryan & Myers, Inc. - Legislative Consulting Services - Renewal
- (D) Papico Construction, Inc. - Tennis Court Maintenance IFB # RE-20-01 - Renewal
- (E) Brink's Incorporated - Armored Car Services (City-wide) - Non-Renewal

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

- (F) Burnett Lime Company, Inc. - Lime Slurry System & Product Agreement - Non-Renewal

***Agenda Date:** 12/01/2021

Agenda Number: 9.

Internal Notes:

Attachments: 1. Contract Database Report - December 1st, 2021, 2. A. Ericks Consultants Inc - Legislative Consulting (all backup), 3. B. Lawrence J. Smith, P.A. - Legislative Consulting (all backup), 4. C. Smith, Bryan & Myers, Inc. - Legislative Consulting (all backup), 5. D. Papico Construction - Tennis Facility Maintenance Agreement (All Backup), 6. E. Brink's Incorporated - Armored Car Services - 7th Amendment (all backup), 7. F. Burnett Lime Co. - Lime Slurry System & Product Agreement 2021-2022 (All Backup)

Agenda Request Form Continued (21-1072)

1 City Commission 12/01/2021 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 FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

- (A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal
- (B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal
- (C) Smith, Bryan & Myers, Inc. - Legislative Consulting Services - Renewal
- (D) Papico Construction, Inc. - Tennis Court Maintenance IFB # RE-20-01 - Renewal
- (E) Brink's Incorporated - Armored Car Services (City-wide) - Non-Renewal

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

- (F) Burnett Lime Company, Inc. - Lime Slurry System & Product Agreement - 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) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal

1. On January 24th, 2013, the City entered into an Agreement with Ericks Consultants, Inc. for an initial one (1) year period, which expired on January 31st, 2014.

Agenda Request Form Continued (21-1072)

2. Ericks Consultants, Inc. provides the City with consulting services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meeting or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.

3. Section 6.01 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 eight (8) amendments extending the term up to and including January 31st, 2022.

5. The Administration Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends the City Commission to approve this Ninth Amendment to extend the term for an additional one (1) year which shall commence on February 1st, 2022 and naturally expire on January 31st, 2023.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$84,000.00

b) Amount budgeted for this item in Account No: 001-519-800-531500 (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

	Current FY	Year 2
Revenues	\$.00	\$.00
Expenditures	\$56,000.00	\$28,000.00
Net Cost	\$56,000.00	\$28,000.00

e) Detail of additional staff requirements: Not Applicable

(B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal

1. On January 25th, 2013, the City entered into an Agreement with Lawrence J. Smith, P.A. for an initial one (1) year period, which expired on January 31st, 2014.

2. Lawrence J. Smith, P.A. provides services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory services.

3. Section 6.01 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. To date the Original Agreement has had eight (8) amendments including eight (8) additional

Agenda Request Form Continued (21-1072)

one (1) year terms which extended the term to January 31st, 2022.

5. The Administration Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Ninth Amendment to extend the term for an additional one (1) year which shall commence on February 1st, 2022 and naturally expire on January 31st, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$84,000.00
- b) **Amount budgeted for this item in Account No:** 001-519-800-531500 (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

	Current FY	Year 2
Revenues	\$.00	\$.00
Expenditures	\$56,000.00	\$28,000.00
Net Cost	\$56,000.00	\$28,000.00

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

(C) Smith, Bryan & Myers, Inc. - Legislative Consulting Services - Renewal

1. On February 2nd, 2017, the City entered into an Agreement with Smith, Bryan & Myers, Inc. for an initial one (1) year period which expired on January 31st, 2018.

2. Smith, Bryan and Myers, Inc. provides the City with services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.

3. Section 6.01 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 extending the term thereof.

4. To date the Original Agreement has had fourth (4) amendments, including fourth (4) additional one (1) year terms which extended the term to January 31st, 2022.

5. The Administration Department is satisfied with the performance and execution of the Original Agreement, as amended and recommends that the City Commission approve this Fifth Amendment to extend the term for an additional one (1) year period which shall commence on February 1st, 2022 and naturally expire on January 31st, 2023.

FINANCIAL IMPACT DETAIL:

Agenda Request Form Continued (21-1072)

- a) **Renewal Cost:** \$36,000.00
b) **Amount budgeted for this item in Account No:** 001-519-800-531500 (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

	Current FY	Year 2
Revenues	\$.00	\$.00
Expenditures	\$24,000.00	\$12,000.00
Net Cost	\$24,000.00	\$12,000.00

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

(D) Papico Construction, Inc. - Tennis Court Maintenance IFB # RE-20-01 - Renewal

- On March 4th, 2020, the City entered into a Contractual Services Agreement with Papico Construction, Inc. for an initial two (2) year period which expires on March 3rd, 2022.
- Papico Construction, Inc. provides the City with tennis court maintenance at the Pembroke Lakes Tennis Center located at 10500 Taft Street, Pembroke Pines, FL 33026.
- 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 to the Original Agreement extending the term thereof.
- The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment to extend the term for an additional two (2) year period which shall commence on March 4th, 2022 and naturally expire on March 3rd, 2024.

Financial Impact Detail:

- a) **Renewal Cost:** Annual cost \$42,600 (\$3,200 x 12 months for Tennis Courts Maintenance and \$300 x 14 courts x hurricane preparedness)
b) **Amount budgeted for this item in Account No:** 001-572-7001-534990-0000-000-0000 Other Service. Funds for the hurricane preparedness portion of the services are not budgeted and will be only utilized on as-needed basis in the event of a hurricane or similar event.
c) **Source of funding for difference, if not fully budgeted:** Not Applicable
d) **2 year projection of the operational cost of the project:**

	FY 2021-22	2022-23
Revenues	\$0.00	\$.00
Expenditures	\$42,600.00	\$42,600.00
Net Cost	\$42,600.00	\$42,600.00

e) Detail of additional staff requirements: Not Applicable

(E) Brink's Incorporated - Armored Car Services (City-wide) - Non-Renewal

1. On May 18th, 2010, the City entered into an Agreement with Dunbar Armored Car Services, Inc. for an initial two (2) year period, commencing April 1st, 2010 and expiring March 31st, 2012.
2. The City of Pembroke Pines Charter Schools and Early Development Centers as well as the City Clerk, Community Service, Police, Recreation and Cultural Arts, and Utilities Departments utilize the company to provide armored car pick-up and delivery services.
3. Section 4.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On February 28th, 2011 the Parties entered into the First Amendment to provide pricing for the City's Charter Schools at a lower rate than the other locations based on the contractor's similar services to the School Board of Broward County.
5. The Agreement, as amended, was renewed for four (4) consecutive, two (2) year renewal periods through March 31st, 2020.
6. On July 24th, 2019, following the purchase of Dunbar Armored Inc. by Brink's Incorporated, the Parties signed an assignment and assumption agreement.
7. On February 19th, 2020, the Parties entered into the Sixth Amendment for the fifth (5th) renewal period commencing on April 1st, 2020 and expiring on March 31st, 2022, and the Seventh Amendment for inclusion of the amended and restated Exhibit "3".
8. The quality of service under Brink's Incorporated has declined significantly since Dunbar was acquired by Brink's.
9. The City Schools and Early Development Centers, as well as the City Clerk, Community Service and Recreation and Cultural Arts Departments are not satisfied with the performance and execution of the Original Agreement and recommend non-renewal of the Agreement. A new procurement process is being prepared for these services.

(F) Burnett Lime Company, Inc. - Lime Slurry System & Product Agreement - Non-Renewal

1. On September 16th, 2020, the City entered into an Agreement with Burnett Lime Company, Inc. 2 for an initial one (1) year period which expires on February 11th, 2022.

Agenda Request Form Continued (21-1072)

2. Burnett Lime Company, Inc. provides temporary Lime Feed System by CAL~FLO Systems.

3. The Utilities Department is satisfied with the performance and execution of the Original Agreement but at this time there are no renewal periods allowed by the Original agreement and will decide at a later date if additional services will be required.



City of Pembroke Pines

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SMITH, BRYAN & MYERS, INC.**

THIS AMENDMENT (“Fourth Amendment”), dated this 4th day of November, **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

SMITH, BRYAN & MYERS, INC., a **Florida Profit Corporation** as listed with the Florida Division of Corporations, and with a business address of **311 E Park Avenue, Tallahassee, FL 32301**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **February 2nd, 2017**, the CITY and CONSULTANT entered into the Original Agreement (“Original Agreement”) for Legislative Consulting Services for an initial **one (1) year period**, which expired on **January 31st, 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** evidenced by a written amendment to the Original Agreement, as amended; and,

WHEREAS, on **December 4th, 2017**, the Parties executed the First Amendment to the Original Agreement, as amended, extending the term for an additional one (1) year period which expired on **January 31st, 2019**; and,

WHEREAS, on **November 20th, 2018**, the Parties executed the Second 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 **January 31st, 2020**; and,

WHEREAS, on **January 15th, 2020**, the Parties executed the Third Amendment to the Original Agreement, as amended, to revise and supplement the terms contained therein Act and to renew the term for an additional one (1) year period which expires on **January 31st, 2021**; and,

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

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



W I T N E S S E T H

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

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

SECTION 2. Any language contained in this Fourth Amendment, or any subsequent amendment, which is in strikethrough 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** renewal period commencing on **February 1st, 2021** and terminating on **January 31st, 2022**.

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, as amended, except as repealed herein, forms an essential part of this Fourth Amendment. The exhibits, if not physically attached, should be treated as part of this Fourth Amendment and are incorporated herein by reference.

SECTION 7. This Fourth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Fourth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

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



City of Pembroke Pines

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

ATTEST:

CITY:

DocuSigned by:

Marlene D. Graham

F858FEE04EEF4F3...
MARLENE D. GRAHAM,
CITY CLERK

CITY OF PEMBROKE PINES

DocuSigned by:

Charles F. Dodge

BY: 7563D7C5B031407...
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

DocuSigned by:

Jacob G. Horowitz

833DB27BB2774A7...
Print Name: Jacob G. Horowitz
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

SMITH, BRYAN & MYERS, INC.

Signed By: *J. Hartley*

Name: Jeff Hartley

Title: Partner



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 12.

File ID: 20-0799

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 10/26/2020

Short Title: Contract Database Report - October

Final Action: 11/04/2020

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

(A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal

(B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal

(C) Bryan, Smith & Myers, Inc. - Legislative Consulting Services - Renewal

***Agenda Date:** 11/04/2020

Agenda Number: 12.

Internal Notes:

Attachments: 1. Contracts Database Report - November 4, 2020, 2. A. Ericks Consultants Inc - Legislative Consulting (all backup), 3. B. Lawrence J. Smith, P.A. - Legislative Consulting (all backup), 4. C. Smith, Bryan & Myers, Inc. - Legislative Consulting (all backup)

1 City Commission 11/04/2020 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

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

(A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal

Agenda Request Form Continued (20-0799)

(B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal

(C) Bryan, Smith & Myers, Inc. - Legislative Consulting Services - Renewal

FINANCIAL IMPACT DETAIL:

a) Annual Renewal Cost: \$84,000

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

	Current FY	Year 2	Year 3	Year 4	Year 5	
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00	
Expenditures	\$56,000.00		\$28,000.00	\$.00	\$.00	\$.00
Net Cost	\$56,000.00		\$28,000.00	\$.00	\$.00	\$.00

e) Detail of additional staff requirements: Not Applicable

(B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal

1. On January 25th, 2013, the City entered into a Legislative Consulting Agreement with Lawrence J. Smith, P.A. for an initial one (1) year period, which expired on January 31st, 2014.

2. The City of Pembroke Pines Administration Department utilizes Lawrence J. Smith, P.A. to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.

3. Section 6.01 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. To date, the Original Agreement has been renewed seven (7) times extending the term of the agreement up to and including January 31st, 2021

5. The City Administration recommends that the City Commission approve this Eighth Amendment for the one (1) year renewal term commencing February 1st, 2021 and ending January 31st, 2022, as allowed by the agreement.



**THIRD AMENDMENT TO LEGISLATIVE
CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SMITH, BRYAN & MYERS, INC.**

THIS IS AN AGREEMENT ("Agreement"), dated this 15th day of January,
~~2019~~, by and between:
2020

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

SMITH, BRYAN & MYERS, INC., a Florida profit corporation, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **311 E. Park Avenue, Tallahassee, FL 32301** hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereafter be collectively referred to as the "Parties",

WHEREAS, pursuant to Section 35.18(C)(2) of the City of Pembroke Pines Procurement Procedures; contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, or competitive proposals, are exempt from the competitive bid and competitive proposal requirements; and,

WHEREAS, on **February 2, 2017**, the CITY and CONSULTANT entered into the Original Agreement for **Legislative Consulting Services** for an initial **one (1) year period**, commencing on **February 2, 2017** and expiring on **January 31, 2018**; and,

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

WHEREAS, on **December 4, 2017**, the Parties executed the First Amendment to the Original Agreement which amended **Section 26 – Public Records** with additional language referring to the Public Records Statute; and,

WHEREAS, the First Amendment to the Original Agreement also included the addition of **Section 27 – Disclosure Requirements**; and,

WHEREAS, the First Amendment to the Original Agreement also renewed the term of the Original Agreement for one year effective **February 1, 2018** and terminated **January 31, 2019**; and,



WHEREAS, on **November 20, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the term of the Original Agreement for one year effective **February 1, 2019** and terminating on **January 31, 2020** and included the addition of the Scrutinized Companies Statutes; and,

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

WHEREAS, the Parties desire to amend the Original Agreement 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 **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. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 7 of the Original Agreement, entitled "Compensation," is hereby amended by the addition of the following:

7.01.5 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 Original Agreement is hereby renewed for the **third one (1) year** renewal period, commencing on **February 1, 2020** and terminating on **January 31, 2021**.

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

SECTION 5. 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 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.



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

ATTEST:

CITY:

[Signature]
MARLENE D. GRAHAM,
CITY CLERK

1/27/2020

CITY OF PEMBROKE PINES

BY: [Signature]
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

[Signature]
Print Name: Jacobs Hernandez
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

SMITH, BRYAN & MYERS, INC.

BY: [Signature]

Print Name: Jeff Hartley

Title: Partner

WITNESSES

[Signature]

Heather Faircloth
Print Name

[Signature]

Victoria Greco
Print Name

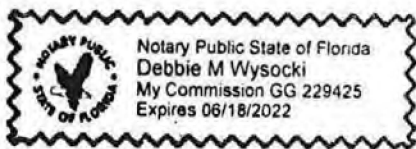
STATE OF Florida)

) ss:

COUNTY OF Leon)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared to me as Jeff Hartley of SMITH, BRYAN & MYERS, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of SMITH, BRYAN & MYERS, 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 24th day of December, 2019.



Debbie M. Wysocki
NOTARY PUBLIC

Debbie M. Wysocki
(Name of Notary Typed, Printed or Stamped)



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 20.

File ID: 19-1406

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 11/21/2019

Short Title: Contract Database Report

Final Action: 01/15/2020

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

- (A) Cintas Corporation NO. 2 - Uniform Rental and Cleaning Service - Fire Department
- (B) Gold Nugget Uniform d/b/a Argo Uniform - Purchase of Police Uniforms
- (C) Allied Universal Corporation - Sodium Hydroxide 25% (Caustic Soda)
- (D) Ceiling to Floor Cleaning, Inc. - Janitorial Services - Studio 18
- (E) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services
- (F) Ericks Consultants, Inc. - Legislative Consulting Services
- (G) Lawrence J. Smith, P.A. - Legislative Consulting Services
- (H) Smith, Bryan and Myers, Inc. - Legislative Consulting Services

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

- (I) Maccabi Landscape Corp. - Citywide Trees Plants & Other Landscaping
- (J) Tropical Touch Gardens Center, Inc. - Provide and/or Install Trees, Plants & Other Landscaping Materials

*Agenda Date: 01/15/2020

Agenda Number: 20.

Internal Notes:

Attachments: 1. Contracts Database Report - January 15, 2020, 2. Cintas Corporation No. 2 - Uniform Rental & Cleaning Agreement (all backup), 3. Gold Nugget dba Argo Uniforms - Uniform Agreement (all backup), 4. Allied Universal Corp - Caustic Soda Agreement (all backup), 5. Ceiling to Floor Cleaning - Janitorial Services (all backup), 6. Civic Plus Inc. - Master Service Agreement (all backup), 7. Ericks Consultants Inc - Legislative Consulting (all backup), 8. Ericks Consultants, Inc. - 2019 Legislative Session Final Report, 9. Lawrence J. Smith, P.A. - Legislative Consulting (all backup), 10. Lawrence J. Smith, P.A. - 2019 Legislative Session Final Report, 11. Smith, Bryan & Myers, Inc. - Legislative Consulting (all backup), 12. Smith, Bryan & Myers, Inc. - 2019 Legislative Session Final Report, 13. Maccabi Landscape, Corp - Citywide Trees, Plants Etc. (all backup), 14. Tropical Touch Garden - Citywide Trees, Plants & Other Landscape Materials (all backup)

1	City Commission	01/15/2020	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
		Aye: - 5	Mayor Ortis, Commissioner Castillo, Commissioner Good Jr., Commissioner Schwartz, and Vice Mayor 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, 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) Cintas Corporation NO. 2 - Uniform Rental and Cleaning Service - Fire Department

1. On May 25, 2017, the City entered into an Agreement with Cintas Corporation No. 2 for an initial two and a half (2 ½) year period, commencing March 1, 2017 and expiring September 30, 2019.
2. Cintas Corporation No. 2 provides uniforms and cleaning service to Fire Department personnel using a combination of proprietary formulated detergents and commercial extractors removing contaminants and bio-hazardous products from the uniforms.

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. The Fire Department recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing October 1, 2019 and ending September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$28,268.24
- b) **Amount budgeted for this item in Account No:** \$31,200.00
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	NA	NA	NA
Expenditures	\$28,268.24	\$29,116.29	NA	NA	NA
Net Cost	\$28,268.24	\$29,116.29	NA	NA	NA

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

(B) Gold Nugget Uniform d/b/a Argo Uniform - Purchase of Police Uniforms

1. On November 30, 2015 the City entered into an agreement with Gold Nugget Uniform for an initial two (2) year period commencing on November 1, 2015 and ending on October 31, 2017.

2. The City's Police Department utilizes Gold Nugget for the provision of uniforms and accessories for all uniformed employees of the Pembroke Pines Police Department.

3. On November 1, 2017, the Parties executed the First Amendment to the Original Agreement for the first two (2) year renewal period commencing on November 1, 2017 and ending on October 31, 2019.

4. The Police Department recommends that the City Commission approve this Second Amendment for the two (2) year renewal term, commencing on November 1, 2019 and expiring on October 31, 2021, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$89,000.00
- b) **Amount budgeted for this item in Account No:** There is \$80,000 budgeted in account # 1-521-3001-52600 - Clothing/Uniforms and \$9,000 budgeted in account # 1-529-3001-9007-52600 - Code Compliance - Clothing/Uniforms.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** The agreement shall be

renewed for an additional two year period.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	NA	NA
Expenditures	\$81,583.33	\$89,000.00	\$7,416.67	NA	NA
Net Cost	\$81,583.33	\$89,000.00	\$7,416.67	NA	NA

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

(C) Allied Universal Corporation - Sodium Hydroxide 25% (Caustic Soda)

1. On February 21, 2018, the City Commission approved to enter into an Original Agreement with Allied Universal Corporation and on March 26, 2018 the Parties executed the Agreement for an initial two year period, commencing February 22, 2018 and expiring February 21, 2020.
2. The City of Pembroke Pines Utilities Department utilizes Allied Universal Corporation to provide all materials, labor, supplies, equipment and transportation to furnish and deliver Sodium Hydroxide 25% (Caustic Soda) for Waste Water Treatment Plant odor control.
3. Section 2.2 of the Original Agreement allows for two additional two-year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Utilities Department recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing February 22, 2020 and ending February 22, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$78,462.72
- b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account #471-535-6022-52430 (Operating Chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project.**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	NA	NA
Expenditures	\$45,769.92	\$78,462.72	\$32,692.80	NA	NA
Net Cost	\$45,769.92	\$78,462.72	\$32,692.80	NA	NA

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

(D) Ceiling to Floor Cleaning, Inc. - Janitorial Services - Studio 18

1. On January 30, 2018, the City entered into a Contractual Services Agreement with Ceiling to Floor Cleaning, Inc. for an initial two (2) year period, commencing February 5, 2018 and

expiring February 4, 2020.

2. The City of Pembroke Pines Recreation & Cultural Arts Department utilizes Ceiling to Floor Cleaning, Inc. to provide Janitorial Services for Studio 18.

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. The Recreation & Cultural Arts Department recommends that the City Commission approve this First Amendment for the two (2) year renewal term commencing February 5, 2020 and ending February 5, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Annual Renewal Cost:** \$28,614

b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account #1-572-7001-34990 (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**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	NA	NA
Expenditures	\$19,075.52	\$28,613.28	\$9,537.76	NA	NA
Net Cost	\$19,075.52	\$28,613.28	\$9,537.76	NA	NA

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

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

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 School Subsites, Intranet, Recreation Software, and Audio Eye services, and the Recreation and Cultural Arts Department utilizes Civic Plus, Inc. to provide 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. Both, the Technology Services and the Recreation and Cultural Arts Departments

recommend that the City Commission approve the first one (1) year renewal term commencing January 31, 2020 and ending January 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$84,607.60
- b) **Amount budgeted for this item in Account No:** \$65,857.60: 1-513-2002-34995 IT Contractual services & \$18,750.00: 1-572-7001-52652 - Recreation and Cultural Arts Annual Services Fees
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable"
- d) **5 year projection of the operational cost of the project** "Not Applicable"

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	NA	NA	NA
Expenditures	\$56,405.07	\$28,202.53	NA	NA	NA
Net Cost	\$56,405.07	\$28,202.53	NA	NA	NA

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

(F) Ericks Consultants, Inc. - Legislative Consulting Services

1. On January 24, 2013, the City Commission approved to enter into a Legislative Consulting Agreement with Ericks Consultants, Inc. for an initial one (1) year period, commencing February 1, 2013 and expiring January 31, 2014.
2. The City of Pembroke Pines Administration Department utilizes Ericks Consultants, Inc. to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.
3. Section 6.01 of the Original Agreement allows for additional one (1) year renewal terms subject to satisfactory performance by Consultant, upon determination by City that renewal is in the best interest of City and approved by City Commission.
4. To date, the Original Agreement, has had six amendments, including six (6) one (1) year renewals which extended the term of the agreement to January 31, 2020.
5. The Administration recommends that the City Commission approve this Seventh Amendment for the one (1) year renewal term commencing February 1, 2020 and ending January 31, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$84,000

- b) Amount budgeted for this item in Account No: 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.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	NA	NA	NA
Expenditures	\$56,000.00	\$28,000.00	NA	NA	NA
Net Cost	\$56,000.00	\$28,000.00	NA	NA	NA

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

(G) Lawrence J. Smith, P.A. - Legislative Consulting Services

1. On January 25, 2013, the City Commission approved to enter into a Legislative Consulting Agreement with Lawrence J. Smith, P.A. for an initial one (1) year period, commencing February 1, 2013 and expiring January 31, 2014.
2. The City of Pembroke Pines Administration Department utilizes Lawrence J. Smith, P.A. to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.
3. Section 6.01 of the Original Agreement allows for additional one (1) year renewal terms subject to satisfactory performance by Consultant, upon determination by City that renewal is in the best interest of City and approved by City Commission.
4. To date, the Original Agreement, has had six amendments, including six (6) one (1) year renewals which extended the term of the agreement to January 31, 2020.
5. The Administration recommends that the City Commission approve this Seventh Amendment for the one (1) year renewal term commencing February 1, 2020 and ending January 31, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Annual Renewal Cost: \$84,000
- b) Amount budgeted for this item in Account No: 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.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	NA	NA	NA
Expenditures	\$56,000.00	\$28,000.00	NA	NA	NA

Net Cost	\$56,000.00	\$28,000.00	NA	NA	NA
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e) **Detail of additional staff requirements:** Not Applicable.

(H) Smith, Bryan and Myers, Inc. - Legislative Consulting Services

1. On February 2, 2017, the City Commission approved to enter into a Legislative Consulting Agreement with Smith, Bryan and Myers, Inc. for an initial one (1) year period, commencing February 1, 2013 and expiring January 31, 2014.
2. The City of Pembroke Pines Administration Department utilizes Smith, Bryan and Myers, Inc. to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.
3. Section 6.01 of the Original Agreement allows for additional one (1) year renewal terms subject to satisfactory performance by Consultant, upon determination by City that renewal is in the best interest of City and approved by City Commission.
4. To date, the Original Agreement, has had two amendments, including two (2) one (1) year renewals which extended the term of the agreement to January 31, 2020.
5. The Administration recommends that the City Commission approve this Seventh Amendment for the one (1) year renewal term commencing February 1, 2020 and ending January 31, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$36,000
- b) **Amount budgeted for this item in Account No:** 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.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	NA	NA	NA
Expenditures	\$24,000.00	\$12,000.00	NA	NA	NA
Net Cost	\$24,000.00	\$12,000.00	NA	NA	NA

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

(I) Maccabi Landscape Corp. - Citywide Trees Plants & Other Landscaping

1. On April 9, 2018, the City entered into a Contractual Services Agreement for an initial one

- (1) year period commencing on April 9, 2018 and expiring on April 8, 2019.
2. The City of Pembroke Pines Public Service Departments contracts Maccabi Landscape Corp to provide and/or install trees, plants and other landscaping materials throughout the City of Pembroke Pines on as needed basis in accordance to landscape plan and specifications for projects as they arise.
3. Section 3.2 of the Original Agreement allowed for one (1) additional one (1) year renewal term upon mutual consent, evidenced by a written Amendment.
4. On February 20, 2019 the Parties executed the First Amendment to include additional trees, and plants and to renew the agreement for the period commencing on April 9, 2019 and expiring on April 8, 2020.
5. The agreement does not allow for any further renewals.
6. The Public Services Department has begun the procurement process to contract for these services.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** Not Applicable.
- 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.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	NA	NA	NA	NA	NA
Expenditures	NA	NA	NA	NA	NA
Net Cost	NA	NA	NA	NA	NA

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

(J) Tropical Touch Gardens Center, Inc. - Provide and/or Install Trees, Plants & Other Landscaping Materials

1. On April 3, 2018, the City entered into a Contractual Services Agreement for an initial one (1) year period commencing on April 3, 2018 and expiring on April 2, 2019.
2. The City of Pembroke Pines Public Service Departments contracts Tropical Touch Gardens Center, Inc. to provide and/or install trees, plants and other landscaping materials throughout the City of Pembroke Pines on as needed basis in accordance to landscape plans and specifications for projects as they arise.
3. Section 3.1 of the Original Agreement allowed for one (1) additional one (1) year renewal

term upon mutual consent, evidenced by a written Amendment.

4. On March 13, 2019 the Parties entered into the First Amendment to include additional trees, and plants and to renew the agreement for the period commencing on April 3, 2019 and expiring on April 2, 2020.

5. The agreement does not allow for any further renewals.

6. The Public Services Department has begun the procurement process to contract for these services.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** Not Applicable.
- 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.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	NA	NA	NA	NA	NA
Expenditures	NA	NA	NA	NA	NA
Net Cost	NA	NA	NA	NA	NA

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



**SECOND AMENDMENT TO LEGISLATIVE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SMITH, BRYAN & MYERS, INC.**

THIS AGREEMENT, dated this 20th day of November 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

SMITH, BRYAN & MYERS, INC., a Company authorized to do business in the State of Florida, with a business address of **311 E Park Avenue, Tallahassee, FL 32301**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to Section 35.18(C)(2) of the City of Pembroke Pines Procurement Procedures; contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, or competitive proposals, are exempt from the competitive bid and competitive proposal requirements; and,

WHEREAS, on **February 2, 2017**, the CITY and CONSULTANT entered into the Original Agreement for **Legislative Consulting Services** for an initial **one (1) year period**, which expired on **January 31, 2018**; and,

WHEREAS, the Original Agreement, as amended, authorized the renewal of the Agreement for additional one (1) year renewal terms subject to satisfactory performance by CONSULTANT, upon determination by CITY that renewal is in the best interest of CITY and approval by the City Commission; and,

WHEREAS, on December 4, 2017, the Parties executed the First Amendment to the Original Agreement which amended **Section 26 – Public Records** with additional language referring to the Public Records Statute; and,

WHEREAS, the First Amendment to the Original Agreement also included the addition of **Section 27 – Disclosure Requirements**; and,

WHEREAS, the First Amendment to the Original Agreement also renewed the term of the Original Agreement for one year effective **February 1, 2018** and terminating **January 31, 2019**; 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 seek to amend the Original Agreement, as amended, to include the Scrutinized Companies Statute; and,

WHEREAS, the Parties seek to execute the **second one (1) year renewal** option and amend the Original 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, as amended by the First Amendment, is hereby further amended by the addition of Section 28 entitled "Scrutinized Companies," as follows:

28. 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 Florida Statute 287.135, 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:

28.1 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 s. 215.4725 or is engaged in a boycott of Israel; or

28.2 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:

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

28.2.2 Is engaged in business operations in Syria.



SECTION 3. The Original Agreement, as amended, is hereby renewed for the **second one (1) year renewal** period commencing on **February 1, 2019** and terminating on **January 31, 2020**.

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, as amended, 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, as amended, 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

Marlene D. Graham

MARLENE D. GRAHAM,
CITY CLERK

11/20/18

BY: *Charles F. Dodge*

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

[Signature]
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

SMITH, BRYAN & MYERS, INC.

BY: *[Signature]*

Print Name: Jeff Hartley

Title: Partner

WITNESSES

Parker Powell
Parker Powell
Print Name

Heather Faircloth
Heather Faircloth
Print Name

STATE OF Florida)

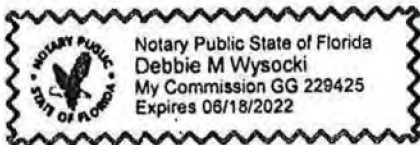
COUNTY OF Leon) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jeff Hartley as Partner of SMITH, BRYAN & MYERS, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of SMITH, BRYAN & MYERS, 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 2nd day of November, 2018.

Debbie M. Wysocki
NOTARY PUBLIC

Debbie M. Wysocki
(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:

File ID: 18-1251

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 10/08/2018

Short Title: Contract Database Report

Final Action: 10/17/2018

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:

- (A) ERICKS CONSULTANTS, INC. - LEGISLATIVE CONSULTING SERVICES
- (B) LAWRENCE J. SMITH, P.A. - LEGISLATIVE CONSULTING SERVICES
- (C) SMITH, BRYAN AND MYERS, INC. - LEGISLATIVE CONSULTING SERVICES
- (D) SRT SUPPLY, INC. - PURCHASE OF POLICE BODY ARMOR

***Agenda Date:** 10/17/2018

Agenda Number:

Internal Notes:

Attachments: 1. Contract Database Report - October 17, 2018, 2. Ericks Consultants, Inc -Legislative Consulting Services (ALL BACKUP), 3. Ericks Consultants - 2018 End of Session Summary Report, 4. Ericks Consultants - 2018 End of Session Summary Report - Additional, 5. Lawrence J. Smith - Legislative Consulting Services Agreement (ALL BACKUP), 6. Lawrence J. Smith - 2018 End of Session Summary Report, 7. Smith, Bryan & Myers - Legislative Consulting Services (ALL BACKUP), 8. Smith, Bryan and Myers - 2018 End of Session Summary Report, 9. SRT Supply, Inc - Purchase of Body Armor for Police Department (ALL BACKUP)

- | | | | | |
|---|--|------------|----------|--|
| 1 | City Commission | 10/17/2018 | approve | Pass |
| | Action Text: Motion was made by Commissioner Castillo and seconded by Vice Mayor Good to approve the Consent Agenda, including Sections (C) and (D) of Item #7. | | | |
| | | | Aye: - 5 | Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, Commissioner Siple, and Vice Mayor Good Jr. |
| | | | Nay: - 0 | |
| 1 | City Commission | 10/17/2018 | approve | Pass |

Action Text: Prior to the vote on the Consent Agenda, Sections (A) and (B) of Consent Item 7 were pulled by Vice Mayor Good for discussion.

Vice Mayor Good made an amendment to the motion to proceed with the approval of the Ericks Consultants, Inc. and Lawrence J. Smith, P.A. consulting service agreements referred to respectively in Sections (A) and (B) of Item #7, on condition that these consulting service agreements terminate on January 31, of 2020, so that City Administration could go out and re-bid. The motion died for lack of a second. No action was taken on the amended motion.

Whereupon Commissioner Castillo requested Mayor Ortis to move the question. Mayor Ortis said the question was called, referring back to the motion as written to approve sections (A) and (B) of Item #7. The motion carried by the following vote:

Aye: - 4 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, and
Commissioner Siple
Nay: - 1 Vice Mayor Good Jr.

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:

- (A) ERICKS CONSULTANTS, INC. - LEGISLATIVE CONSULTING SERVICES
- (B) LAWRENCE J. SMITH, P.A. - LEGISLATIVE CONSULTING SERVICES
- (C) SMITH, BRYAN AND MYERS, INC. - LEGISLATIVE CONSULTING SERVICES
- (D) SRT SUPPLY, INC. - PURCHASE OF POLICE BODY ARMOR

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 October 2018 Contract Database Report.

(A) Ericks Consultants, Inc. - Legislative Consulting Services

1. On February 6, 2013, the City Commission approved to enter into a Legislative Consulting Services Agreement with Ericks Consultants, Inc. for an initial one (1) year period commencing February 1, 2013 and ending January 31, 2014.
2. The City of Pembroke Pines Administration utilizes Ericks Consultants, Inc. to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.
3. Pursuant to Section 6.01 of the Original Agreement, the agreement may be renewed by City for additional one (1) year terms subject to satisfactory performance by Consultant, upon determination by City that renewal is in the best interest of City and approved by City Commission.
4. To date, this agreement has had five amendments, including five (5) one (1) year renewals which extended the term of the agreement to January 31, 2019.
5. On January 7, 2015, the City Commission approved the Second Amendment to the Original Agreement, which increased the cost of the agreement to \$84,000.
6. Administration recommends that the City renew this Agreement for an additional one (1) year term, commencing on February 1, 2019 and expiring January 31, 2020, as allowed by the agreement.

(B) Lawrence J. Smith, P.A. - Legislative Consulting Services

1. On February 6, 2013, the City Commission approved to enter into a Professional Services Agreement with Lawrence J. Smith, P.A. for an initial one (1) year period commencing

February 1, 2013 and ending January 31, 2014.

2. The City of Pembroke Pines Administration utilizes Lawrence J. Smith, P.A. to provide services during legislative session, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the city with the State and Local Government regulatory agencies.
3. Pursuant to Section 6.01 of the Original Agreement, the agreement may be renewed by City for additional one (1) year terms subject to satisfactory performance by Consultant, upon the determination by City that renewal is in the best interest of City and approval by City Commission. Each one (1) year term renewal shall require written mutual consent of City and Consultant prior to renewal.
4. To date, this agreement has had five amendments, including five (5) one (1) year renewals which extended the term of the agreement to January 31, 2019.
5. On January 7, 2015, the City Commission approved the Second Amendment to the Original Agreement, which increased the cost of the agreement to \$84,000.
6. Administration recommends that the City renew this Agreement for an additional one (1) year term, commencing on February 1, 2019 and expiring January 31, 2020, as allowed by the agreement.

(C) Smith, Bryan and Myers, Inc. - Legislative Consulting Services

1. On December 14, 2016, the City Commission Approved to enter into a Legislative Consulting Agreement with Smith, Bryan and Myers, Inc. for an initial one (1) year period commencing February 1, 2017 and ending January 31, 2018.
2. The City of Pembroke Pines Administrations utilizes Smith, Bryan and Myers, Inc. to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government Regulatory agencies.
3. Pursuant to Section 6.01 of the Original Agreement, this agreement may be renewed by City for additional one (1) year terms subject to satisfactory performance by Consultant, upon the determination by City that renewal is in the best interest of City and approval by City Commission. Each one (1) year term renewal shall require written mutual consent of City and Consultant prior to renewal.
4. To date, this agreement has had one (1) amendment, including one (1) one (1) year renewal which extended the term of the agreement to January 31, 2019.
5. Administration recommends that the City renew this Agreement for an additional one (1) year term, commencing on February 1, 2019 and expiring January 31, 2020, as allowed by the agreement.

(D) SRT Supply, Inc. - Purchase of Police Body Armor

1. On February 3, 2016, the City Commission approved to enter into an agreement with SRT Supply, Inc. for an initial one (1) year period commencing March 1, 2016 and ending February 28, 2017.
2. The City of Pembroke Pines Police Department utilizes SRT Supply, Inc. to provide body armor vests on an as needed basis.
3. Pursuant to Section 2.2 of the Original Agreement, this agreement may be renewed for five (5) additional one (1) year terms upon mutual written consent, evidenced by a written Amendment.

4. To this date, this agreement has had two (2) amendments, including two (2) one (1) year renewals, which extended the term of the agreement to February 28, 2019.

5. The Police Department recommends that the City renew this Agreement for an additional one (1) year term, commencing March 1, 2019 and expiring February 28, 2020, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

Please see the attached Contract Database Report for the amount of revenues and/or expenditures for each specific agreement.



**FIRST AMENDMENT TO LEGISLATIVE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SMITH, BRYAN AND MYERS**

THIS AGREEMENT, dated this 4 day of December 2017, 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

SMITH, BRYAN AND MYERS, a Florida Corporation authorized to do business in the State of Florida, with a business address of **311 East Park Avenue, Tallahassee, Florida 32301**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to section 35.18(C)(2) of the City of Pembroke Pines Procurement Procedures; contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, or competitive proposals, are exempt from the competitive bid and competitive proposal requirements.

WHEREAS, on **February 2, 2017**, the CITY and CONSULTANT entered into the Original Agreement for **Consulting Services** for an initial **one (1) year period**, which expires on **January 31, 2018**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for additional one (1) year renewal terms subject to satisfactory performance by CONSULTANT, upon determination by CITY that renewal is in the best interest of CITY and approval by CITY Commission. Each One (1) year term renewal shall require written mutual consent of CITY and CONSULTANT prior to renewal; 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. Section 26, entitled "Public Records", is hereby amended by the addition of the following:

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

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

SECTION 3. The Original Agreement, is hereby amended by the addition of Section 27 entitled "Disclosure Requirements," as follows:

27. Disclosure Requirements

27.1 Florida law requires lobbying firms to make certain public disclosures regarding their legislative and executive branch lobbying activity which includes registering to represent a lobbying client and reporting compensation related to all lobbying activity for each client on a quarterly basis with such compensation reports being subject to a random audit on an annual basis.

27.2 The Florida House of Representatives also requires lobbying firms to publicly disclose each issue they are engaged to lobby on behalf of a lobbying client including specific bill numbers. In accordance with Florida House Representatives Rule 17.1(i), lobbying firms representing public sector clients are required to file a true and correct copy of the lobbying contract and any addendum thereto with the Florida House Public Integrity & Ethics Committee.

27.3 Florida lawyers who engage in lobbying activity for a client are bound by Rules Regulating the Florida Bar which provide that information relating to a client's representation are confidential unless certain limited exceptions apply. Some of the information required to be disclosed by Florida law and the Florida House of Representatives under subparagraphs (27.1) and (27.2) above, is considered



confidential by the Florida Bar, as such, by entering into this Agreement, Client consents to the disclosure of the required information.

SECTION 4. The Original Agreement is hereby renewed for the **first one (1) year renewal** period commencing on **February 1, 2018** and terminating on **January 31, 2019**.

SECTION 5. 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 6. 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 7. 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:

[Signature]
MARLENE D. GRAHAM, 12/4/17
CITY CLERK

CITY:

CITY OF PEMBROKE PINES

BY: [Signature]
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM
[Signature]
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

SMITH, BRYAN & MYERS

WITNESSES

[Signature]
Heather Faircloth
Print Name

BY: [Signature]
Print Name: Jeff Hartley
Title: Partner

[Signature]
Hunter Flack
Print Name

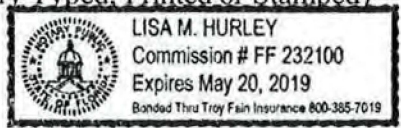
STATE OF Florida
COUNTY OF Leon) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jeff Hartley as Partner of SMITH, BRYAN & MYERS, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of SMITH, BRYAN & MYERS, 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 12/4 day of December, 2017.

[Signature]
NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



**LEGISLATIVE CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND SMITH, BRYAN AND MYERS.**

THIS AGREEMENT, made and entered into this 2 day of February 2017 by
and between:

CITY OF PEMBROKE PINES, FLORIDA, a municipal corporation
10100 Pines Boulevard
Pembroke Pines, FL 33026
(hereinafter referred to as "CITY")

and

SMITH, BRYAN AND MYERS., a Florida corporation
311 East Park Avenue
Tallahassee, Florida 32301
(hereinafter referred to as "CONSULTANT")

IN CONSIDERATION of the mutual covenants and conditions herein expressed and of the faithful performance of all such covenants and conditions, CITY and CONSULTANT do mutually agree as follows:

Section 1. PURPOSE: The parties agree that the main purpose of this Agreement is for CONSULTANT to provide professional legislative consulting services during legislative sessions, including meetings as well as state administrative and agency hearings, meetings or rule making proceedings, and to assist CITY with State and Local Government regulatory agencies.

Section 2. SCOPE OF SERVICES:

2.01 This Scope of Services between CITY and CONSULTANT and any and all Exhibits, will set forth the duties, obligations and responsibilities of CITY and CONSULTANT in the provision of legislative consulting services and related services for CITY. CONSULTANT shall specifically provide the services for issues as directed by the City Manager. CONSULTANT'S services during the term of this Agreement shall include, but not be limited to:

2.01.1 Work with the City Commission, City Manager's Office and the Broward County Legislative Delegation in developing special or general legislation as directed by the City Manager.

2.01.2 Testify and Lobby during and prior to the Legislative Session(s), Governor and Cabinet, as necessary, on behalf of the City of Pembroke Pines,

including Legislative Committee meetings and the various meetings of the Broward County Legislative Delegation.

2.01.3 Appear and testify before State agency hearings, rule-making proceedings and other administrative and legislative meetings, as necessary, in order to promote and seek passage of legislation affecting the CITY as directed by the City Manager.

2.01.4 Coordinate appointment/meetings between the Mayor, City Commissioners, and other City Staff, upon the City Manager's request, with appropriate State officials/legislators.

2.01.5 Report regularly to the City Commission, City Manager, and other applicable staff as designated by CITY, through correspondence, informational bulletins, and personal briefings concerning legislation, rules, policy and program directions. This will include, but not be limited to, forwarding copies of appropriate bills to CITY, informing CITY of various meetings/hearings attended on CITY'S behalf, providing CITY with any applicable interim studies prepared by the House or Senate, clippings, information from the Florida Administrative Weekly which may be pertinent to CITY, and individually meeting with or contacting Mayor and City Commission on issues, as required by the City Manager.

2.01.6 Assist the CITY, including coordinating with the City Attorney's Office and City Administration on matters associated with the Howard C. Forman Health Campus with State regulatory agencies, including the review and processing of items requiring approval by State regulatory agencies with oversight responsibilities over the Howard C. Forman Health Campus.

2.01.7 CONSULTANT may be requested to provide specific services for additional issues. Said services shall be outlined in a separate scope of work approved in writing by the City Manager and incorporated herein as an Exhibit to this Agreement.

2.02 The CONSULTANT shall provide the City Commission and the City Manager's office with periodic reports during the time that the Florida Legislature has been called into regular and special session. Additionally, the CONSULTANT shall be required to send immediate alerts to the City Manager's office when any immediate action may be required to be taken by the CITY or any action is being contemplated by the Florida Legislature which will directly impact the CITY. Furthermore, the CONSULTANT shall assist in arranging trips to Tallahassee for staff or elected officials when required to address specific issues affecting the City of Pembroke Pines. Additionally, the CONSULTANT shall enhance the Legislative program process by initiating discussions, conferences and meetings with the CITY, by and through its elected representatives and Senior Management staff personnel, prior to the commencement of the Regular Session of the Legislature.

Section 3. RESPONSIBILITIES OF CITY:

3.01 CITY shall designate the City Manager as the lead staff person to coordinate with CONSULTANT; however, other individuals may be designated by City Manager from time to time.

3.02 CITY shall have appropriate staff available as required to discuss issues with CONSULTANT. CITY acknowledges that, especially during the legislative session, it is important to have the appropriate staff available.

3.03 CITY shall use its best efforts in cooperating with CONSULTANT in providing the information and documentation necessary to CONSULTANT in the performance of the Legislative Consulting Services under this Agreement.

Section 4. CONSULTANT RESPONSIBILITIES:

4.01 CONSULTANT shall perform the scope of services, as set out in Section 2 and throughout this Agreement, as the Legislative Consultant. This list shall not be deemed to be all-inclusive and may be changed from time to time as authorized by City Commission.

4.02 All correspondence shall be directed through the City Manager or his designee.

4.03 CONSULTANT shall devote reasonable and sufficient time to representation of CITY to achieve satisfactory results. CITY recognizes that CONSULTANT has other clients for legislative representation.

Section 5. INDEPENDENT CONTRACTOR STATUS:

5.01 CONSULTANT and their employees, subcontractors, volunteers and agents, shall be and remain independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

5.02 CITY will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the United States Internal Revenue Service or other state agencies.

Section 6. TERM OF AGREEMENT:

6.01 The term of this Agreement shall be from February 1, 2017 through and including January 31, 2018, unless terminated earlier pursuant to the Section 12 of this Agreement. This Agreement may be renewed by CITY for additional one (1) year terms subject to satisfactory performance by CONSULTANT, upon the determination by CITY that renewal is in the best interest of CITY and approval by CITY Commission. Each One (1)

year term renewal shall require written mutual consent of CITY and CONSULTANT prior to renewal.

Section 7. COMPENSATION:

7.01 CONSULTANT shall be paid as follows:

7.01.1 CITY shall pay CONSULTANT an annual fee of \$36,000.00 payable in twelve equal monthly payments of \$3,000.00. Although CITY will not compensate the independent contractor on an hourly basis, prior to payment by CITY, CONSULTANT shall provide a statement as to the types of services provided to CITY by the 1st of each month for the month prior. This statement shall include, but not be limited to, the type of service provided and an indication of person/committees/agencies with whom CONSULTANT met. This statement shall also include a summary of services provided and approximate time spent by CONSULTANT on behalf of the CITY during this period.

7.01.2 The fee established in 7.01 (A) above shall be inclusive of all expenses of CONSULTANT, for travel and per diem, telephone expense, photocopying and mailing expenses.

7.01.3 Any additional expenses to be incurred by CONSULTANT shall be approved in advance by City Manager. Said approval shall be in writing to CONSULTANT and may be submitted to CONSULTANT via facsimile or e-mail.

7.01.4 CONSULTANT shall continue to provide the required statement as outlined above. The statement shall be sent to the attention of the City Manager.

Section 8. WARRANTIES:

8.01 CONSULTANT warrants to CITY that the services performed hereunder shall be performed in a professional manner, and that such services and be of the highest quality.

8.02 CONSULTANT warrants to CITY that they shall comply with all applicable federal, state and local laws, regulations and orders in carrying out their responsibilities under this Agreement.

8.03 CONSULTANT warrants to CITY that they are not insolvent, they are not in bankruptcy proceedings or receivership, nor are they engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on their ability to perform their obligations under this Agreement.

8.04 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONSULTANT. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

Section 9. INDEMNIFICATION:

9.01 GENERAL INDEMNIFICATION: CONSULTANT shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from any and all claims, damages, losses, liabilities and expenses direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the operations of the CONSULTANT or their subcontractors, agents, officers, servants, independent contractors or employees pursuant to this Agreement, specifically including but not limited to those caused by or arising out of any act, omission, default or negligence of the CONSULTANT in the provision of the services under this Agreement.

9.02 CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to reasonable attorney's fees and court and arbitration costs. These indemnifications shall survive the term of this Agreement.

9.03 CONSULTANT shall defend all actions in the name of CITY when applicable, however, CITY reserves the right to select their own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONSULTANT under this indemnification agreement. Nothing contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or Florida Statutes 768.28 as amended from time to time.

Section 10. DEFAULT:

10.01 In the event CONSULTANT shall default in any of the terms, obligations, restrictions or conditions of the Agreement, CITY shall give CONSULTANT written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event CONSULTANT have failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement; in which case, CONSULTANT shall be liable for all procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

Section 11. TERMINATION:

11.01 TERMINATION FOR CONVENIENCE OF CITY: Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to CONSULTANT, CITY may, without cause and without prejudice to any other right or

remedy, terminate this Agreement for CITY'S convenience, whenever CITY determines that such termination is in the best interest of CITY. Upon receipt of the notice of termination for convenience, CONSULTANT shall promptly discontinue all work at the time. CONSULTANT shall be paid for all work properly performed prior to the effective date of termination.

11.02 VOLUNTARY TERMINATION: CITY or CONSULTANT may terminate this Agreement by providing thirty (30) calendar days advance written notice of termination in the manner specified herein.

Section 12. PERMITS, FEES AND LICENSES:

12.01 CONSULTANT shall secure and pay for all permits and governmental fees, licenses, lobbying authorization/certification and charges necessary for the proper execution and completion of the work.

Section 13. TAXES:

13.01 CONSULTANT agrees to pay all applicable sales, consumer use and other similar taxes required by law.

Section 14. AUDIT RIGHTS:

14.01 CITY reserves the right to audit the records of CONSULTANT, as they apply to CITY, at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agree to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT at any and all times during normal business hours during the term of the Agreement.

Section 15. CONFLICT OF INTEREST:

15.01 CONSULTANT covenants that no person under their employ who is presently exercised any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONSULTANT further covenant that, in the provision of the services set out in this Agreement, no person having such conflicting interest shall be employed. Any such interests on the part of CONSULTANT, or their employees, must be disclosed in writing to CITY.

15.02 CONSULTANT is aware of the conflict of interest laws of the Municipal Code of the State of Florida, Chapter 112, Florida Statutes, as amended, and agree that they will fully comply in all respects with the terms of said laws.

15.03 During the Term of this Agreement, and for a period of six (6) months following the Term's conclusion, or for six (6) months after the date on which the CITY terminates

the Agreement, the CONTRACTOR/CONSULTANT is prohibited from lobbying the City Commission, City Manager, or any City Employees on any matter that will or may be presented to the City Commission or City Manager for final approval, final award, or any related consideration. This prohibition on lobbying, includes, but is not limited to meetings, telephone calls, e-mail, letters, memoranda, notes, or any other form of verbal or written communication intended to influence or persuade a member of the City Commission, the City Manager, or any City Employee on any land use, land development, contract, employment, or any other City related matter.

15.04 CONSULTANT warrants that they have not employed or retained any person employed by CITY to solicit or secure this Agreement and that they have not offered to pay, paid or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this privilege.

Section 16. ASSIGNMENT:

16.01 CONSULTANT shall not assign, or transfer their rights, title or interests in the Agreement; nor shall CONSULTANT delegate any of the duties and obligations undertaken by CONSULTANT without CITY'S prior written approval.

Section 17. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT:

17.01 During the performance of the Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: employment, upgrading; 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 non-discrimination clause.

Section 18. NON-EXCLUSIVITY:

18.01 This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of services to be provided by CONSULTANT hereunder from other sources during the term of this Agreement.

Section 19. GOVERNING LAW; VENUE:

19.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

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

Section 20. ATTORNEY'S FEES AND COSTS:

20.01 The prevailing party with a judgment subsequent to any claim, objection or dispute arising out of the terms of this Agreement shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

Section 21. ENTIRE AGREEMENT:

21.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 22. CUMULATIVE REMEDIES:

22.01 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Section 23. SEVERABILITY:

23.01 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 24. CONSTRUCTION OF AGREEMENT:

24.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

Section 25. NOTICES:

- 25.01 All notices and other communications required or permitted under this Agreement shall be in writing and given by:
- 25.02 hand delivery

25.03 registered or certified mail, return receipt requested;
25.04 overnight courier, or
25.05 facsimile to:

CITY: City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33026
Telephone: (954) 435-6501 Facsimile: (954) 435-6592

COPY TO: Samuel S. Goren
City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
Telephone: (954) 771-4500 Facsimile (954) 771-4923
sgoren@cityatty.com

CONSULTANT: Jeff Hartley,
Smith Bryan & Myers
311 East Park Avenue
Tallahassee, Florida 32301
Telephone: (850) 224-5081 Facsimile (850) 222-6800
jhartley@smithbryanandmyers.com

Section 26. PUBLIC RECORDS:

26.01 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:

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

26.01.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

26.01.3 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 if the CONSULTANT does not transfer the records to the CITY; and

26.01.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfer all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically 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.

26.02 The failure of CONSULTANT to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed,
the day and year first above written.

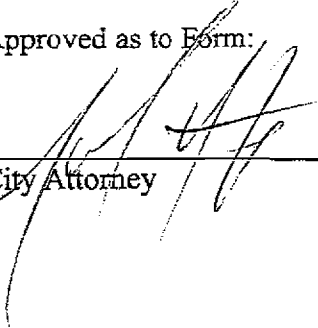
ATTEST:

CITY OF PEMBROKE PINES, FLORIDA


MARLENE D. GRAHAM, 2/2/17
City Clerk


CHARLES F. DODGE, City Manager

Approved as to Form:


City Attorney

INTENTIONALLY LEFT BLANK

SMITH, BRYAN & MYERS

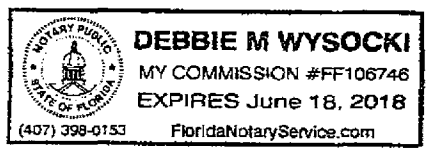
By: Jeff Hartley
Jeff Hartley, Partner

State of Florida
County of Leon

On this, the 10th day of December, 2016, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Jeff Hartley, on behalf of SMITH BRYAN & MYERS, a Florida corporation, on behalf of the corporation.

WITNESS my hand and official seal

Debbie M. Wysocki
Notary Public, State of Florida



Debbie M. Wysocki
Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or
Produced identification:

(type of identification produced)



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 14.

File ID: 16-0402

Type: Agreements/Contracts

Status: Passed

Version: 0

**Agenda
Section:**

In Control: City Commission

File Created: 10/05/2016

Short Title: Legislative Consulting Services - Smith, Bryan, and Myers, Inc.

Final Action: 12/14/2016

Title: MOTION TO APPROVE THE LEGISLATIVE CONSULTING AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND SMITH, BRYAN, AND MYERS, INC. FOR A ONE YEAR PERIOD FROM FEBRUARY 1, 2017 THROUGH JANUARY 31, 2018, IN THE ANNUAL AMOUNT OF \$36,000.

***Agenda Date:** 12/14/2016

Agenda Number: 14.

Internal Notes:

Attachments: 1. Legislative Consulting Services Agreement - Smith, Bryan, and Myers, Inc.

0	Public Services	12/06/2016	sent for approval	Budget
0	Budget	12/06/2016	Reviewed for Financial Impact Detail	Finance Director
0	City Clerk	12/06/2016	sent for approval	Public Services
0	Public Services	12/06/2016	sent for approval	Finance Director
0	Finance Director	12/06/2016	Approved as to Financial Impact Form	City Attorney
0	City Attorney	12/06/2016	Reviewed by Legal	Assistant City Manager
0	Assistant City Manager	12/06/2016	sent for approval	Commission Auditor
0	Commission Auditor	12/06/2016	Approved by Commission Auditor	City Manager
0	City Manager	12/07/2016	returned for additional information	Assistant City Manager
0	Assistant City Manager	12/07/2016	returned for additional information	Public Services
0	Public Services	12/07/2016	sent for approval	Assistant City Manager

Agenda Request Form Continued (16-0402)

0	Assistant City Manager	12/07/2016	sent for approval	City Manager	
0	City Manager	12/07/2016	approved for the agenda	City Clerk	
0	City Commission	12/14/2016	approve		Pass

Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Commissioner Shechter, Commissioner Castillo, Schwartz,
and Commissioner Siple
Nay: - 0

MOTION TO APPROVE THE LEGISLATIVE CONSULTING AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND SMITH, BRYAN, AND MYERS, INC. FOR A ONE YEAR PERIOD FROM FEBRUARY 1, 2017 THROUGH JANUARY 31, 2018, IN THE ANNUAL AMOUNT OF \$36,000.

SUMMARY EXPLANATION AND BACKGROUND:

1. The City utilizes legislative consultants to provide services during legislative sessions, including meetings as well as Federal, State and Local administrative and agency hearing, meetings or rule making proceedings, and to assist the City with Federal, State, and Local Government regulatory agencies.

2. The City currently has legislative consulting agreements with the following consultants:

Legislative Consultant	Annual Cost	Service
Lawrence J. Smith, P.A	\$84,000	Federal, State and Local issues
Ericks Consultants, Inc.	\$84,000	State and Local issues only

3. Per section §35.18(C)(2) of the City of Pembroke Pines Procurement Procedures; contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, or competitive proposals, are exempt from the competitive bid and competitive proposal requirements.

4. The City Manager has negotiated an agreement with Smith, Bryan, and Myers to provide legislative consulting services, for State and Local issues in addition to matters not limited to the Howard C. Forman Health Campus with State regulatory agencies, in the annual amount of \$36,000.

5. The initial term of the agreement will be for a one year period commencing on February 1, 2017 and expiring on January 31, 2018.

6. In addition, the agreement allows for additional one year renewal terms subject to satisfactory performance by consultant, and upon the determination by the City that the renewal is in the best interest of the City and approved by the City Commission.

7. Request the City Commission to approve the legislative consulting agreement between the City of Pembroke Pines and Smith, Bryan, and Myers for a one year period from February 1, 2017 through January 31, 2018, in the annual amount of \$36,000.

Item has been reviewed by the Commission Auditor and approved for the Agenda.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$36,000 annually.

b) **Amount budgeted for this item in Account No:** There are no funds currently budgeted for this item.

c) **Source of funding for difference, if not fully budgeted:** Upon Commission approval a

budget adjustment will be made to move \$24,000 from account # 1-519-800-30010 (Contingency) to account # 1-519-800-31500 (Professional Services - Other) for the 2016-17 FY.

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

	02/1/17 - 9/30/17	10/1/17 - 1/31/18	Year 3	Year 4	Year 5
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures	\$24,000	\$12,000	N/A	N/A	N/A
Net Cost	\$24,000	\$12,000	N/A	N/A	N/A

e) Detail of additional staff requirements: None.



City of Pembroke Pines, FL

601 City Center Way
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33025
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Agenda Request Form

Agenda Number: 5.

File ID: 17-0732

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 10/24/2017

Short Title:

Final Action: 11/01/2017

Title: MOTION TO APPROVE THE DEPARTMENTS RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACT DATABASE REPORT:

(A) ERICKS CONSULTANTS, INC. - LEGISLATIVE CONSULTING SERVICES

(B) LAWRENCE J. SMITH, P.A. - LEGISLATIVE CONSULTING SERVICES

(C) SMITH, BRYAN & MYERS - LEGISLATIVE CONSULTING SERVICES

(D) SOUTHERN HOMECARE SERVICES, INC. D/B/A RESCARE HOMECARE - HOME HEALTHCARE SERVICES

***Agenda Date:** 11/01/2017

Agenda Number: 5.

Internal Notes:

Attachments: 1. Contract Database Report 2017-11(Final), 2. Ericks Consultants, Inc. Original Agreement, 3. Ericks Consultants, Inc. - 4th Amendment, 4. Ericks Consultants, Inc - Summary of Service Report, 5. Lawrence J. Smith, P.A. - Original Agreement, 6. Lawrence J. Smith, P.A. - 4th Amendment, 7. Lawrence J. Smith Summary of Service Report (2016-2017), 8. Smith, Bryan and Myers - Original Agreement, 9. Smith, Bryan & Myers - Summary of Service Report, 10. ResCare HomeCare - Original Agreement, 11. ResCare HomeCare - Second Amendment

1 City Commission 11/01/2017 approve Pass

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

Aye: - 5 Mayor Ortis, Vice Mayor Castillo, Commissioner Schwartz,
Commissioner Siple, and Commissioner Monroig

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 Legislative Consultant items shown below are on the November 2017 Contract Database Report.

(A) Ericks Consultants, Inc. - Legislative Consulting Services

1. The City utilizes legislative consultants to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.
2. On February 6, 2013, the City Commission approved a one year agreement with Ericks Consultants, Inc. to provide State and Local legislative consulting services in the amount of \$60,000.
3. Section 6.01 of the agreement allows for additional one year renewal terms subject to satisfactory performance by consultant, and upon the determination by the City that the renewal is in the best interest of the City and approved by the City Commission.
4. To date, the agreement has had four amendments, including four (4) one (1) year renewals which extended the term of the agreement to January 31, 2018.
5. On January 7, 2015, the City Commission approved the Second Amendment to the agreement, which increased the cost of the agreement to \$84,000.
6. Based on the 90 day requirement, this Agreement would need to be presented to Commission by November 2, 2017.
7. Administration recommends that the City renew this Agreement for an additional one (1) year term, commencing on February 1, 2018 and expiring on January 31, 2019, as followed by the agreement.

(B) Lawrence J. Smith, P.A. - Legislative Consulting Services

1. The City utilizes legislative consultants to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government

regulatory agencies.

2. On February 6, 2013, the City Commission approved a one year agreement with Lawrence J. Smith to provide Federal, State, and Local Legislative consulting services in the amount of \$78,000.
3. Section 6.01 of the agreement allows for additional one year renewal terms subject to satisfactory performance by consultant, and upon the determination by the City that the renewal is in the best interest of the City and approved by the City Commission.
4. To date, the agreement has had four amendments, including four (4) one (1) year renewals which extended the term of the agreement to January 31, 2018.
5. On January 7, 2015, the City Commission approved the Second Amendment to the agreement, which increased the cost of the agreement to \$84,000.
6. Based on the 90 day requirement, this Agreement would need to be presented to Commission by November 2, 2017.
7. Administration recommends that the City renew this Agreement for an additional one (1) year term, commencing on February 1, 2018 and expiring on January 31, 2019, as followed by the agreement.

(C) Smith, Bryan & Myers, Inc. - Legislative Consulting Services

1. The City utilizes legislative consultants to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the STate and Local Government regulatory agencies.
2. On December 14, 2016, the City Commission approved a one-year agreement with Smith, Bryan & Myers, Inc. to provide Federal, State and Local Legislative Consulting Services in the annual amount of \$36,000.
3. Section 6.01 of the agreement allows for additional one year renewal terms subject to satisfactory performance by consultant, and upon the determination by the City that the renewal is in the best interest of the City and approved by the City Commission.
4. Based on the 90 day requirement, this Agreement would need to be presented to Commission by November 2, 2017.
5. Administration recommends that the City renew this Agreement for an additional one (1) year term, commencing on February 1, 2018 and expiring on January 31, 2019, as followed by the agreement.

(E) Southern Homecare Services, Inc. d/b/a ResCare Homecare - Home Healthcare

Services

1. The City of Pembroke Pines/Southwest Focal Point Center provides Home Healthcare Services to our residents 60 years of age and older as part of the Older Americans Act Title IIIB Grant, Home Healthcare Services include; Homemaker, Personal Care and Respite Services.
2. On February 15, 2012, the City Commission approved to enter into an agreement with Southern Homecare Services, Inc. d/b/a ResCare Homecare for an initial two year term commencing on March 8, 2012 and ending March 7, 2014.
3. Section 4.1 of the agreement allows for two (2) additional three-year renewal terms subject to satisfactory performance by the contractor, and upon the determination by the City that the renewal is in the best interest of the City and approved by the City Commission.
4. To date, the agreement has had two amendments, including one (1) three-year renewal term, and one one-year renewal term which extended the term of the agreement to March 7, 2018.
5. On March 1, 2017, the City Commission approved the Second Amendment to the agreement, which amended the term of the Original Agreement for an additional one (1) year term commencing on March 8, 2017 and expiring on March 7, 2018.
6. Based on the 90 day requirement, this Agreement would need to be presented to Commission by December 7, 2017.
7. The Community Services Department would like to renew this agreement, however it is currently in the final renewal period of the agreement, therefore the Procurement Division will start the procurement process to draft a new solicitation for services.