



## 2023 FINAL AGREEMENT

Sent on: 02/14/2023

BETWEEN

**Pembroke Pines-Florida State University Charter Elementary School  
AND Drobots Company**

Agree to the following:

**Drobots Company** (hereby known as “DBots”) in collaboration with Pembroke Pines-Florida State University Charter Elementary School (hereby known as the “School”) will provide curriculum, training, instructors, support, equipment, supplies and select materials for the School’s summer camp program, summer camp, and or stem/science programs for children and teens.

### Courses and Schedule:

The School will offer DBots programs per the schedule listed below:

2023 Dates	Duration	Session Title	Session Type	Below Represents Rising Grades	Camp Start Time	Camp End Time	Marketing Tuition Per Session	Min Enroll per Session	Max Enroll per Session
6/26/23 to 6/29/23	Full Day	LEGO & K’NEX Gru’s Robotic Minion Mania	One-Week	K to 2nd	8:00:00 AM	3:00:00 PM	TBD	8	32
6/26/23 to 6/29/23	Full Day	Drone Racing Grand Prix	One-Week	3rd to 4th	8:00:00 AM	3:00:00 PM	TBD	8	24
7/3/23 to 7/7/23	Full Day	LEGO & K’NEX Build It & Wreck It	One-Week	K to 2nd	8:00:00 AM	3:00:00 PM	TBD	8	32
7/3/23 to 7/7/23	Full Day	StemQuest: Robot X Games	One-Week	3rd to 4th	8:00:00 AM	3:00:00 PM	TBD	8	24
7/10/23 to 7/14/23	Full Day	LEGO & K’NEX Super Pets Creator	One-Week	K to 2nd	8:00:00 AM	3:00:00 PM	TBD	8	32
7/10/23 to 7/14/23	Full Day	Drone Mission: Earth to Mars	One-Week	3rd to 4th	8:00:00 AM	3:00:00 PM	TBD	8	24
7/17/23 to 7/21/23	Full Day	LEGO & K’NEX Super Mario Brothers	One-Week	K to 2nd	8:00:00 AM	3:00:00 PM	TBD	8	32
7/17/23 to 7/21/23	Full Day	Ultimate Drone Obstacle Challenge	One-Week	3rd to 4th	8:00:00 AM	3:00:00 PM	TBD	8	24

**Notes Pertaining To Above (if applicable):**

### Facility Usage:

The School will offer the following classrooms, facilities, and/or indoor or outdoor spaces to DBots for use

during programming sessions:

- 2 separate classrooms for up to 16 students enrolled per session
- 3 separate classrooms for 17 to 24 students enrolled per session
- 4 separate classrooms for 25 to 32 students enrolled per session
- Hallway space near or around classrooms for non-computer based programs (if available)
- Indoor Gym, Multi-Purpose Room or Activity Room *if or when available* (if available)
- Outdoor grass or turf area; approximate space the size of a tennis court; does not have to be athletic field
- WiFi available and access to all necessary websites to operate camp (all websites are educational-based)
- Projector and video-conference access (only for computer-based programs, not any other programs)
- Use of school's computers (if applicable): **NA**
- Secure and lockable small storage area for supplies overnight and over the weekend (when applicable)

### **Agreement**

#### **Responsibilities of Drobots Company (DBots):**

1. To provide: curriculum, lessons, mobile devices, hardware, software, and other materials used to operate a Drobots Summer Camp Program.
2. To recruit, hire, train and supervise all instructors to ensure optimal outcomes for the participants.
3. To train instructors on all programming and safety and those who supervise instructors.
4. To provide real time support prior to the commencement of programs and as programs are in session to instructors.
5. To assist School during normal camp hours (including normal hours of arrival and dismissal) and provide supervision and coordination of student arrival, dismissal, lunch (if applicable).
  - 5a. DBots agrees to provide supervision and coordination of students to and from the swimming pool, but DBots will not provide supervision in lieu of a certified lifeguard provided by the School.
  - 5b. School and DBots both agree that DBots Instructors will not participate in any swimming activity, nor will they enter the pool or inside any camper dressing or changing areas without a School supervision or a School representative.
  - 5c. All assistance and coordination will occur within the normal camp hours of the camp day and not include extended day care programs, hours, or operations.
6. To provide customer support as needed.
7. Upon the school's request, DBots may elect to offer general, non-binding marketing information, business information, and additional academic support.

#### **Responsibilities of School/Facility (School):**

1. To comply with all applicable independent school or state and federal legal requirements for operating a summer camp or summer enrichment program, if applicable.
2. To provide all facility related needs to run programs including: air conditioning, indoor space, outdoor space, chairs, tables, secure and lockable storage closet, and Wi-Fi Internet access.
3. To provide and include DBots and DBots camp titles and camp descriptions in all general camp marketing materials, advertising, mailings, and all registration as relevant.
4. To provide and/or coordinate with DBots (so DBots may assist) supervision and coordination of student arrival, dismissal, lunch (if applicable), and swimming (if applicable). See #5 above in "Responsibilities of Drobots".
5. To conduct all registration related activities and responsibilities.
6. To provide DBots all with relevant and required School licensing and criminal background check

information and processes no later than February 1st.

7. To provide enrollment updates to DBots every week starting on March 1<sup>st</sup>, via DBots online form or mutually agreed upon method of communication.
8. To provide the contact information of any other related organization contacts who are involved in the program including, but not limited to: Finance (and/or Accounts Payable), Legal (only if relevant) and an alternate Primary Contact (in lieu of Program Director).
9. To advise DBots in advance of any Legal and/or Financial Procedures DBots needs to be aware of to ensure timely and mutual compliance with this Memorandum.
10. To provide DBots with all information pertaining to School's orientation/training session no later than March 1st. This information will include orientation/training venue, date and necessary forms required.

## Financials

### **Agreement Percentage Split, Based on Gross Revenue Receipts OR School Will Provide DBots With A Payment Based On A Per Camper, Per Session Basis.**

Gross receipts will be calculated from the School's advertised full-price tuition for a DBots program and session. The gross receipts will not account for any prorated tuition, early bird discount tuition, sibling tuition, or any other reduction in the agreed-upon tuition stated in this agreement. The gross receipts will be divided for each session and split between DBots and School according to the following percentage of gross receipts listed below. If the agreement calls for School to compensate DBots per camper, per session, then that amount is listed below.

#### **Financial Arrangement:**

DBots will receive the following compensation or percentage of gross revenue, per enrolled camper, per session:

The arrangement reflected in this agreement is: **School Pays Drobots**

**Drobots Company:** \$400 per enrolled camps on 5-day weekly camps;

\$300 (July 3rd week) per enrolled camper

## Supply and Technology Deposit Invoice

On May 1st, DBots will invoice the School in the amount of **\$1,000 per session** as a good faith deposit collection from the School to DBots. DBots will count each deposit against the final invoice for each session. The deposit is used to secure pre-session operational supplies. If a session(s) is mutually canceled due to low enrollment, the \$1,000 per session deposit will be fully refunded from DBots to School no later than September 1.

## Invoice - Based on Enrollment and Attendance Report

DBots will invoice School for all students who participate in the camp session. This applies to any student who attends even one (or more) full or half day of camp, regardless if the student dismisses herself from the program for reasons known or unknown. DBots will invoice School for the entire attendance and duration of the camp or the appropriate prorated tuition based on the total days student attended. It is the responsibility of the School to

share all information related to students who drop out of a session for reasons known or unknown. It shall also be the School's responsibility to immediately share this information so DBots may know the reason why the student has opted out of the remaining duration of the program.

### **Final Invoice**

Upon Completion of a Program, DBots will invoice the School for the enrolled students per week or session. This invoice will deduct the May 1 deposit, if already paid, in the amount of \$1,000. The number of students registered determines student enrollment. **If a student is absent or does not attend they will be counted on invoices unless the School has shared a refund policy with DBots for absentee students.**

### **Additional Terms**

#### **Definition of Session Offering**

A session is defined as a full day session or a half-day (AM or PM) session in operation for the duration of a period of at least one week, Monday – Friday unless otherwise discussed and agreed upon in writing. School must operate a minimum of two separate weeks (ie: at least two sequential one-week sessions based on the calendar) of DBots programming. If both School and DBots mutually decide in writing to cancel a session(s) due to low enrollment, the cancellation will have no effect on the "Minimum Session Offering" clause language nor will it affect the agreement in any way, regardless of how many less sessions are offered due to cancellation.

#### **Definition of Drobots' Instructors Schedules and Hours Worked at School**

School and DBots agree that DBots' instructors are not obligated to supervise campers before the camp day begins (ie: before care) or after the camp day ends (ie: after care). Exceptions include the following:

Arrival Time: DBots agrees to supervise campers during "arrival time". Dismissal time is defined as the period of time, approximately 10 minutes prior to the agreed-upon camp program start time (see page one), when campers arrive on campus to when campers report to the location of the DBots program (ie: classroom, etc). DBots will exhibit flexibility and assist School where and when needed, however, in return, School shall be flexible and honor that DBots' instructors need uninterrupted time, in the morning to prepare for the upcoming day (set up of activities, supplies, equipment, camper arrival, etc.), for a period of approximately 20-45 minutes each morning.

Dismissal Time: DBots agrees to supervise campers during "dismissal time". Arrival time is defined as the period of time, approximately 15 minutes after the agreed-upon camp program end time (see page one), when campers are dismissed from the DBots program and report to the location where the campers report to the dismissal area (ie: after care room; carpool pick-up area, etc). DBots will exhibit flexibility and assist School where and when needed, however, in return, School shall be flexible and honor that DBots' instructors need uninterrupted time, in the afternoon to prepare for the next day (break down of activities, supplies, equipment, camper material organization, etc), for a period of approximately 20-45 minutes each afternoon.

DBots' instructors are paid hourly and therefore, DBots and School agree to work in tandem to limit the weekly hours of DBots' instructors to the weekly schedule (and total hours) that DBot's headquarters assigns each instructor. Moreover, both School and DBots will work in tandem and understand that DBots schedules each instructor to 40 hours or under to avoid having to compensate employees for overtime pay. Both parties understand and agree that there will be exceptions, but in such occasions, School will communicate with the director or hiring and scheduling manager (full time Talent Team director who works at DBots' headquarters) if



School anticipates any daily or weekly increase in hours, in addition to the amount of hours that the DBots hiring and scheduling (Talent Team) has assigned, so the the DBot's Talent Team may communicate, discuss, and inform all DBots' instructors in a timely manner. Also, it is to be noted Many DBots instructors have a second job, summer school, and/or personal responsibilities immediately following their scheduled camp hours, so it is important that both DBots and School all respect their respective time each day and week.

### **School Orientation/Training**

By March 1st and if applicable, School must provide DBots with the dates, times, and location of the School's training or orientation. This due date is important to share with DBots, so DBots has the opportunity to inform and schedule the appropriate DBots' instructor(s) to maintain an open schedule on the announced date(s).

It is mutually understood that some or all of DBot Instructors who will work at School during the DBots sessions, may not be available to attend the School's training and or orientation date, due to those particular DBots Instructors work schedule. In other words, if a DBots Instructor is scheduled to work at another DBots location on the same date as the School's training or orientation, the DBots Instructor will not be available to attend.

In this scenario, School agrees to either:

1. Permit the DBots Instructor to be excused from the School's training and/or orientation
2. Provide training and orientation materials in digital form, so DBots Instructors may review during a time when they are not working.
3. Provide an agreed-upon date and time for an additional training or orientation session, specifically for DBots Instructors.
4. Permit a DBots representative to attend the original School training and/or orientation on behalf of all other DBots Instructors who will work at School.

### **DBots Use of Cellular Phones On Campus**

For operational purposes, School understands and permits all DBots Instructors to have cellular phones on their person at all times throughout the session. However, phones may only be used by DBots Instructors for the following reasons and not for entertainment or personal communication reasons:

1. To clock in and out of cloud-based Dbots time clock system
2. To communicate with DBots Headquarters using the DBots group Voxer app and two-way communication system.
3. To view certain DBots produced drone activities for reference on how to implement a new drone activity for the program.

DBots fully respects any School policy on cellular phone usage during camp hours or while an Instructor is on campus. Therefore, DBots assures School that DBots' training includes proper cellular phone etiquette and permissions for all DBot Instructors. This includes training that addresses no taking of photos or videos of children (unless permitted by School), no non-drone related videos viewed during camp session, no personal communications (unless it is deemed an emergency situation, whereby Instructor will conduct communication in a private area and away from the students).

### **DBots Use of iPads, Kindles and YouTube Videos on Campus and During Programs**

For educational purposes, School understands and permits all DBots Instructors to use an iPad and/or a Kindle throughout the day and at all times if needed. Furthermore, the School recognizes and agrees that DBots may, on occasion and throughout a session(s), utilize YouTube videos to share with the participants. However,

YouTube videos may only be used by DBots Instructors for the reasons stated below and only when the curriculum directs DBots instructors to purposely share a video to provide an example or educate a participant(s) about the topic and/or program said participant is enrolled. YouTube videos are **NOT** to be used to show campers a movie and “pass the time”. All YouTube video sharing is intentional and included in the DBots curriculum:

1. To demonstrate a certain craft that the participant(s) will perform
2. To educate participant(s) about a particular character in a movie and/or show - related to the curriculum and program session title or intended outcome.
3. To share and view certain skills or examples of certain best practices - that we rely upon DBots instructors to access and share when a video is a better resource than a live demonstration by said instructor.

DBots fully respects any School policy on showing YouTube videos to participants during camp hours or while participants are engaged in a DBots program. Therefore, DBots assures School that DBots’ training includes proper YouTube etiquette and instructions/best practice examples of when to show a YouTube video to participants. This includes training that addresses child-friendly rated-G videos that are neither violent or contain foul/ abusive/scary language.

### **Cancellation Policy**

DBots reserves the right to cancel any sessions with enrollment below the agreed-upon School reported enrollment of campers (see page one), up to 10 days prior to the start date of the session. Moreover, DBots reserves the right to communicate with School on or around mid-March to discuss either: canceling a session or increasing or decreasing the minimum and maximum enrollment per session. Criteria to make said decision depends upon anticipated enrollment based on current enrollment. Different cancellation policies may be accommodated at the School’s request under certain circumstances. If School would like to offer the session despite the minimum enrollment threshold not being met, School must inform DBots at the time of cancellation communication, so that DBots may agree to accommodate such request if School agrees to compensate DBots for the agreed-upon minimum number of students (as written on page 1) based on the percentage split DBots would receive for a student paying full tuition.

### **Technological Arrangements**

N/A at this time, however, any changes to this section must be discussed and agreed upon in writing.

### **Proprietary Curriculum:**

All course descriptions, handouts, course outlines, and teaching materials are the intellectual property of DBots and may not be reproduced, modified, or used without the express written consent of a managing member or their authorized representative of the company.

### **Shared Marketing and Proprietary Brand:**

It is understood there is a mutual benefit to the School and DBots from all marketing done to promote program enrollment. Marketing materials should reference and provide links to DBots website whenever possible. Any DBots images, copy, video, or logos that are used for marketing may not be altered without written consent of DBots.

**Project Ownership:**

Any and all projects, lessons, and activities created by students and/or DBots staff are the sole property of DBots. For computer-based camp programs all students will have the opportunity to access her project at the end of the session, but will have to do so over a secure network. If applicable, students who wish ownership of projects need to request via email that their project be taken down from the DBots site and ownership be transferred to the student.

**Programming and Hiring Restrictions:**

Partners and School may not run similar programs that include drones, quadcopters, UAV or other drone-related activities. Additionally, School may not run similar programs with an instructor who was trained by DBots, or in a DBots licensed program, without renewing the DBots license for that year.

For example, Nancy Johnson is hired by the School and trained by DBots to teach DBots. Nancy cannot be hired the following year to teach the same program or a similar program on his own, whether for the School, University or as an Independent Contractor. This hiring restriction will be in duration for a period of 3 years after the termination of the contract and applies to School enrichment and summer programming only. Programs that are not in the DBots course descriptions or instructors who were not trained by DBots, or in a classroom that presented a DBots Program, do not apply. Courses that are currently offered by the School are also exempt.

**Use of Additional Vendors:**

The School may not hire any other vendors or companies to offer the same programs during the duration of our relationship, unless the School demonstrates a pre-existing relationship with an outside program or vendor who were operating a drone, quadcopter, or UAV-related program prior to the onset of the agreement. If any pre-existing relationship does exist, School agrees drones may be used only as a part of the curriculum to enhance the learning experience, so long as drones (or similar) are not marketed or advertised within the title or description of the program; or any marketing materials to the public; or used during the program as the “primary focus of the camp”.

**Definitions:**

“Similar” refers to the word, title and name: “Drones”, which are also referred to and defined as quadcopters, octocopters, hexacopters, UAVs, autonomous unmanned vehicles or any other drone-related terminology. Any scenario where another camp or program is utilizing drones for more than 10% of the curriculum or scheduled program defines “Primary focus of the camp”.

Additionally School agrees, as soon as School learns about or has knowledge of, to communicate in writing with DBots any information related to or regarding any upcoming, present or future vendor or program that is or will be utilizing drones in any capacity during their respective camp programs. School also agrees that DBots will have the first right of refusal to offer, market and operate any new drone-related summer program should the School or any third party propose or plan to offer, market or operate a drone-related summer program at School or included in School’s summer program offerings.

**Legal and Medical Responsibilities:**

Upon commencement of the agreement, the School is responsible for any legal requirements & medical responsibilities specific to entering into the agreement and for hosting children’s programming. DBots employees are not required to be CPR certified and do not administer any type of medical treatment.

**Background Check Responsibilities:**

Upon commencement of an agreement, DBots is responsible for any legal requirements specific to entering into the agreement and for facilitating children's programming. DBots employees are always and without question required to be background checked according to the laws and rules of the state. The only exception is if the School informs DBots otherwise. If no indication is made, School shall accept the DBots background check policy and procedure. Background checks will be conducted and shared with the School as soon as possible, but no later than 5 business days prior to the first day of camp.

**Definitions:**

1. Dbots conducts all employee background checks through **Employment Background Investigations (EBI; [www.ebiinc.com](http://www.ebiinc.com))**. Included in each employee background check is the following investigation:
  - o SSN Trace (identifies unique alias/jurisdictions)
  - o SmartCrims All County Search (identified by SSN Trace)
  - o National Criminal Research Database (includes Sex Offender Registry)
2. If School address is located in a state where there is a mandatory FBI Fingerprint and Background check required, then DBots will not conduct the EBI screening, and instead conduct an FBI fingerprinting for each employee.

If School requires additional background checks and/or information from a DBots employee OR if School will not accept the methods detailed within the "definitions" above, School shall include the name of separate and other screening(s) and provide all necessary information required to fulfill such screening(s) in the addendum section titled "**Additional Terms or Notes (if applicable)**" which is located prior to the signature page of agreement. School also agrees to provide all necessary instructions and related paperwork at least 90 days prior to the first day of Dbots' first day of camp programming at School.

**Purchase Orders and Late Payments (if applicable)**

A purchase order must be created prior to the start of work to facilitate payment in a timely fashion. DBots staff is familiar with the purchase order process and is willing to assist program directors in any way necessary. Whether a purchase order has been created or not, payment is due upon services rendered. Any payment 30 days past the invoice date will incur a late fee of 1.5% for every 30 days past due and may at DBots discretion. The fees are not compounding.

**Services and Taxes:**

DBots reserves the right to determine the method, manner or means by which the Services will be performed and the specific time during the "Camp Day" and "Camp Week" which Services will be performed. The School is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement.

**Additional Costs:**

DBots shall clean all facilities used and leave the campus in the same condition as it was found. School shall be responsible for any costs associated with any damage falling under the category of "normal wear and tear" of the facilities. Exceptions will include negligent acts by DBots that go beyond the category of "normal wear and tear", whereby; DBots will be responsible for any costs incurred.



In addition, School shall be solely responsible for any additional costs incurred by School as a result of DBots use of the Premises, including additional security, maintenance, or general administration.

**Lawful and Appropriate Use:**

DBots is solely responsible for assuring that the Premises will not be used for any unlawful purpose or unsafe activity during its use by DBots and shall comply with all School policies, rules and regulations. DBots shall ensure that no alcoholic beverages, illegal drugs or tobacco products are brought onto the Premises or any part of the facility or property. DBots will provide adequate supervision of any person on the Premises for the above-described use.

**Parking:**

DBots instructors or guests/invitees may park vehicles on campus during the operation of the camp.

**No Assignment:**

The limited and revocable license to use the Premises granted by this Agreement may not be assigned to any other person or entity.

**Release of Claims for Injury:**

Without limiting the indemnification set forth in paragraph below, DBots agrees to accept the Premises "as is" and DBots further agrees to waive and release School from any claim for personal injury, property damage, or death that may occur during DBots use of the Premises. School assumes no responsibility for the loss or damage of DBots property placed on or in the Premises and DBots hereby expressly releases and discharges School from any and all liability for loss to such property.

**Insurance:**

DBots must furnish to School a Certificate of Insurance evidencing insurance liability coverage with a minimum of \$1,000,000 naming School as an additional insured. In addition DBots will carry a minimum company Umbrella Insurance coverage of \$4,000,000.

**Indemnification:**

DBots agrees to indemnify, hold harmless, and defend School from and against any and all losses, claims, liabilities and expenses, including reasonable attorney's fees, if any, which School may suffer or incur in connection with DBots use or misuse of the Premises.

**Remedies:**

School acknowledges that (1) compliance with all paragraphs herein are necessary to protect DBots business interests and good will; (2) a breach of those paragraphs will irreparably and continually damage DBots; and (3) an award of money damages will not be adequate to remedy such harm. School agrees that if they breach any of these covenants, DBots shall be entitled to a preliminary injunction and money damages as well as reasonable costs and attorney fees.

**Arbitration:**

If any dispute arises between the parties hereto, with respect to this Agreement and/or performance under this Agreement, the dispute shall be submitted to binding arbitration before the American Arbitration Association (AAA) in the state of Maryland. This Agreement shall be interpreted, enforced and governed by the substantive laws of Maryland and the decision of the arbitrator shall be enforceable in the Maryland Courts.

**Integration:**

This Agreement (along with all attached appendices) is a fully integrated agreement. This Agreement is the sole and entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings and/or document on this matter. No other unattached writings shall be included in this Agreement or incorporated herein by reference. Only an instrument executed in writing may amend this Agreement. If any provisions of this Agreement are deemed unenforceable, that provision shall not invalidate the remaining provisions contained in this Agreement, and they shall continue in full force and effect.

**Modification:**

No alteration or modification to any of the provisions of this Agreement shall be valid unless in writing and signed by both parties.

**Safety:**

DBots will uphold any and all FAA rules and regulations at all times. DBots will ensure that all drones are fully registered (if applicable), under .55 pounds (all of our drones are between 0.1 to 1 pound), and flown either indoors or flown outdoors, but within the FAA guidelines and regulations. If a DBots program is occurring within the Washington, DC 15 mile radius, DBots will conduct all drone flying activities safely and legally indoors as permitted by the FAA. If DBots is near an airport, deemed to be within the FAA 5-mile radius, DBots will abide by the FAA rules and regulations and formally contact the airport and/or the airport control tower to inform them that DBots will be flying drone(s) outside.

**Timely Communication**

For the programs and the partnership to be a success, regular and timely communication is necessary. Progress updates on enrollment every one or two weeks from March 15th to the end of the last offered program are respectfully requested.

**Additional Terms or Notes (if applicable)****Memorandum of Agreement Between:**

AND Drobots Company

**READ, UNDERSTOOD, AND AGREED**

Charles F. Dodge

School Representative Name

City Manager

School Representative Title

DocuSigned by:

Charles F. Dodge

47B966ECFDAD4AC...  
School Representative Signature

March 20, 2023

Date of Execution

**Robert Elwood**

**Drobots Company CEO**

Drobots Company Title



Drobots Company Signature

**02/14/2023**

Date of Execution

**APPROVED AS TO LEGAL FORM**



**DATED:** 2/23/2023



City of Pembroke  
Pines

### Addendum to Drobots Company Agreement March 20, 2023

This ADDENDUM ("Addendum") dated ~~2/14/23~~, is entered into by and between the City of Pembroke Pines, a Florida municipal corporation located at 601 City Center Way, Pembroke Pines, FL 33025 ("CITY"), and Summer Camp Advisory Team LLC with a principal address of 3274 Harness Creek Road, Annapolis, MD 321403 ("VENDOR" OR "Contractor"). The CITY and VENDOR shall be collectively referred to herein as the "Parties" and individually as a "Party". The Drobots Company Agreement "VENDOR Agreement" and this Addendum shall be collectively referred to herein as the "Agreement".

1. **Payment Terms.** The Late Payments Provisions of the VENDOR Agreement are superseded and supplanted as follows: The CITY shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to CITY do not include applicable state and local sales, use and related taxes. The CITY is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request CITY will provide Company with proof of tax-exempt status.
2. **Governing Law and Venue.** The Arbitration Section of the VENDOR Agreement is superseded and supplanted as follows: The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force and the venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.
3. **Non-Discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither VENDOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. VENDOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. VENDOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. VENDOR further agrees that VENDOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
4. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. VENDOR shall comply with Florida's Public Records Law. Specifically, VENDOR shall:
  - 4.1 Keep and maintain public records required by the CITY to perform the service;





City of Pembroke  
Pines

- 4.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 4.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession after VENDOR transfers the records in its possession to the CITY; and
- 4.4 Upon completion of the Agreement, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession. All records stored electronically by VENDOR 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.
- 4.5 The failure of VENDOR to comply with the provisions set forth in this Article shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

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

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

5. **Compliance with Laws.** VENDOR hereby warrants and agrees, that at all times material to this Addendum, VENDOR shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations.
6. **Scrutinized Companies.** VENDOR, 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 are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on,



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

- 6.1 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 §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- 6.2 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:
  - 6.2.1 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 §215.473, Florida Statutes; or
  - 6.2.2 Is engaged in business operations in Syria.
- 7. **Employment Eligibility.** VENDOR certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
  - 7.1 **Definitions for this Section.**
    - 7.1.1 “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.
    - 7.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.
    - 7.1.3 “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.
    - 7.1.4 “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.
  - 7.2 **Registration Requirement; Termination.** Pursuant to §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:
    - 7.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and





City of Pembroke  
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- 7.2.2 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
- 7.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "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.
8. The parties hereby acknowledge and agree that the following required federal contract provisions are incorporated into the Original Agreement:
- A. Funds for this project are derived from federal grants and therefore Contractor shall comply with federal guidelines. The federal funds appropriated by the applicable federal agency may be administered through the State of Florida. **In the event of a conflict between the Federal and State of Florida statutory requirements listed in this section and other provisions of the Invitation to Bid or the Original Agreement, the Federal and State statutory requirements will govern and prevail.**
  - B. Contractor shall comply with the following federally required laws and provisions as may be applicable to Contractor's performance under the Original Agreement:
    - 1. **Equal Employment Opportunity.** During performance of the agreement, Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and supplemented in Department of Labor Regulations (41



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CFR chapter 60). During the performance of the contract, the Contractor agrees as follows:

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- (4) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.





City of Pines

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- (6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.



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The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **State Energy Policy and Conservation Act.** Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).
3. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act, as amended (42 USC 7401-7671q), and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387).
4. **Copeland Anti-Kickback Act.** Contractor shall comply with the Copeland Anti-Kickback Act (40 USC 3145 and 18 USC 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
5. **Davis-Bacon Act.** Contractor shall comply with the Davis-Bacon Act (40 USC 3141-3148 and 40 USC 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). If applicable, Contractor must comply with and include the provisions at 29 CFR§5.5(a)(1)-(10) into applicable contracts and subcontract.
6. **Contract Work Hours and Safety Standards Act.** Contractor shall comply with the Contract Work Hours and Safety Standards Act 40 USC 3701-3708, as supplemented by Department of Labor Regulations (29 CFR Part 5) where applicable. Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.





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- (1) **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
  - (3) **Withholding for Unpaid Wages and Liquidated Damages.** City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
  - (4) **Subcontracts.** Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
7. **Rights to Inventions.** Pursuant to 37 CFR 401, Contractor agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.
  8. **Access to Records.** In accordance with 2 CFR §§200.334, 200.337, and Chapters 119 and 257, Florida Statutes,



City of Pines

- (1) The Contractor agrees to provide the City, State, applicable administering federal agency, and the Comptroller General of the United States or any of their authorized representatives' access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to provide the foregoing authorized representatives access to construction or other work sites pertaining to the work being completed under this agreement.
  - (2) The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the City, the State, applicable administering federal agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
9. **No Obligation by the Federal Government.** The federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the agreement.
10. **Procurement of Recovered Materials.** The City and Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(1) **Prohibitions.**

- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds





City of Pines

- on certain telecommunications products or from certain entities for national security reasons.
- b. Unless an exception in paragraph (2) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(2) **Exceptions.**

- a. This clause does not prohibit Contractor from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- b. By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that are not used as a substantial or essential component of any system and are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(3) **Reporting Requirement.**

- a. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information to the



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recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- b. The Contractor shall report the required information:
  - i. Within one (1) business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - ii. Within ten (10) business days of reporting the information provided for in section a. above: any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The Contractor shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

12. **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
13. **Affirmative Socioeconomic Steps.** If subcontracts are to be let, Contractor is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
14. **DHS Seal, Logo, and Flags.** Contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.
15. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. Contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.





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16. **Fraudulent Statements.** Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.
17. **Suspension and Debarment.** If the Agreement is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000, Contractor is required to verify that none of the Contractor's agents, principals (defined at 2 CFR § 180.995), or affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
  - (1) Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to State and City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - (2) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
  - (3) This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
  - (4) The Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
18. **Byrd Anti-Lobbying Amendment.** Contractor shall file the required certification pursuant to 31 USC 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.



City of Pines

(1) Certification Regarding Lobbying (44 CFR Part 18). The undersigned Contractor certifies, to the best of their knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, USC Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

9. **Assignment.** The Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by VENDOR without the prior written consent of the CITY. For purposes of the Agreement, any change of ownership of VENDOR shall constitute an assignment which requires the CITY approval.
10. **Access to Records.** Upon request and reasonable notice, CITY shall have access and the right to examine any books, documents, accounting records, data, logs, reports and other





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records directly pertinent to VENDOR's performance pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to CITY upon termination of Agreement. As required by Ch. 119, Florida Statutes, records related to the Agreement may be public records open for inspection unless an applicable exception applies and shall be retained pursuant to the State of Florida General Records Schedule GS1-SL and GS7.

11. **Attorneys' Fees.** In the event that either Party brings suit for enforcement of this Agreement, each Party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth in the Agreement.
12. **Indemnity; Sovereign Immunity.**
  - 12.1 The CITY does not waive any defense of sovereign immunity by entering into the Agreement. The CITY shall not be required to indemnify VENDOR.
  - 12.2 Nothing either contained herein or set forth in the VENDOR Agreement is intended or shall be construed to waive the CITY's rights and immunities under the common law or Section 768.28 Florida Statutes, as may be amended from time to time.
13. **Insurance.** The VENDOR expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by the VENDOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.
  - 13.1 The VENDOR shall not commence work under the Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the VENDOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
  - 13.2 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of the Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
  - 13.3 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the VENDOR or their Insurance Broker must agree to provide notice.



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

- 13.5 **REQUIRED INSURANCE.** The VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to the Agreement:

Yes No

- ☒ ☐ 13.5.1 **Comprehensive General Liability Insurance** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

Each Occurrence Limit - \$1,000,000

Personal & Advertising Injury Limit - \$1,000,000

General Aggregate Limit - \$2,000,000

Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☒ ☐ 13.5.2 **Workers' Compensation and Employers' Liability Insurance** covering all employees, and/or volunteers of the VENDOR engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the VENDOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the VENDOR. Coverage for the VENDOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:





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1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

If the VENDOR claims to be exempt from this requirement, the VENDOR shall provide the CITY proof of such exemption for the CITY to exempt the VENDOR.

Yes No

☐ ☐ 13.5.3 **Cyber Liability** including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☒ ☐ 13.5.4 **Sexual Abuse & Molestation** for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

### 13.6 REQUIRED ENDORSEMENTS.

13.6.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

13.6.2 Waiver of all Rights of Subrogation against the CITY.

13.6.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

13.6.4 VENDOR's policies shall be Primary & Non-Contributory.





City of Pines

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- 13.6.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 13.7 Any and all insurance required of the VENDOR pursuant to the Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the VENDOR and provided proof of such coverage is provided to the CITY. The VENDOR and any subcontractors shall maintain such policies during the term of the Agreement.
- 13.8 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under the Agreement.
- 13.9 The insurance requirements specified in the Agreement are minimum requirements and in no way reduce any liability the VENDOR has assumed in the indemnification/hold harmless section(s) of the Agreement.
14. **Use of Marks or Likeness.** VENDOR may not use CITY's official seal for marketing or publicity purposes as prohibited by §165.043, Florida Statutes. VENDOR acknowledges and agrees to obtain prior written consent from CITY prior to using any of CITY's protected service marks or CITY's likeness for any reason, including marketing purposes; such written request must specifically identify the desired use and the period of use. Any authorization granted by CITY pursuant to this section shall terminate at the expiration or termination of the Agreement. Any unauthorized use of CITY's marks or likeness is strictly prohibited and failure to comply with this section shall be considered a material breach of the Agreement for which CITY may terminate.
15. **Family Educational Rights Privacy Act.**
- 15.1 VENDOR and its third-party agents shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes, the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g ("FERPA") and its implementing regulations (34 C.F.R. Part 99), the Children's Online Privacy Protection Act (15 U.S.C. §§ 6501-6506), the Florida Information Protection Act, Section 501.171, Florida Statutes, and any other state or federal law or regulation regarding the confidentiality and privacy of student or personal information and records.
- 15.2 VENDOR shall provide reasonable security for the education records (and the personally identifiable information contained therein) and only those VENDOR employees and agents with a "need to know" have access to the education records.
- 15.3 VENDOR shall not use education records for any purpose other than the purposes for which the information was provided to VENDOR or in attempting to enhance the usability or efficacy of our products, services and systems.



City of Pembroke  
Pines

- 15.4 VENDOR shall not disclose education records to third parties, other than its agents and service providers, except at the direction of the client who provided the education records to VENDOR. With limited exceptions, VENDOR's agents and service providers use the education records only to perform services on VENDOR's behalf.
16. **Entire Agreement.** The Parties agree that the VENDOR Agreement and this Addendum represent the entire and integrated agreement between CITY and VENDOR and supersede all prior negotiations, representations or agreements, either written or oral. The Agreement is intended by the Parties hereto to be final expression of the Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.
17. **Remedies.** The Remedies Section of the VENDOR Agreement is deleted in its entirety and shall have no force or effect.
18. **Conflict.** In the event of any conflict or ambiguity by and between the terms and provisions of the VENDOR Agreement and this Addendum, the Parties agree the terms and provisions contained in this Addendum shall control to the extent of any such conflict or ambiguity.
19. **Binding Authority.** Each person signing this on behalf of either party individually warrants that he or she has full legal power to execute this Addendum 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 Addendum.
20. **Counterparts and Execution.** The Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

**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

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK  
March 20, 2023

DocuSigned by:

By: Charles F. Dodge

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Quentin Morgan

Name: Quentin Morgan

OFFICE OF THE CITY ATTORNEY

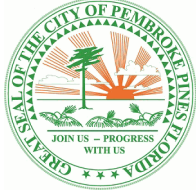
VENDOR:

SUMMER CAMP ADVISORY TEAM LLC

Signed By: Robert Elwood

ROBERT ELWOOD, CEO





# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 15.**

**File ID:** 23-0179

**Type:** Purchase

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 03/06/2023

**Short Title:** FSU Elementary Drobots STEM Camp FY 2023

**Final Action:** 03/15/2023

**Title:** MOTION TO APPROVE THE PURCHASE AND AGREEMENT FROM DROBOTS COMPANY FOR A PROFESSIONAL SERVICES PACKAGE TO OPERATE THE 2023 DROBOTS STEM SUMMER LEARNING CAMP PROGRAM AT THE PEMBROKE PINES-FLORIDA STATE UNIVERSITY CHARTER ELEMENTARY SCHOOL, IN AN AMOUNT NOT TO EXCEED \$89,600, PURSUANT TO SECTION 35.18(C) OF THE CITY'S CODE OF ORDINANCES.

**\*Agenda Date:** 03/15/2023

**Agenda Number:** 15.

### Internal Notes:

**Attachments:** 1. Exhibit 1. Drobots Company Service Agreement, 2. Exhibit 2. ESSER II Supplemental Programming grant, 3. Exhibit 3. Intensive Afterschool Weekend Academies grant

1	City Commission	03/15/2023	approve	Pass
<b>Action Text:</b> A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Siple, Commissioner Good Jr., and Commissioner Castillo				
Nay: - 0				

### PROCUREMENT PROCESS TAKEN:

**- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."**

**- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."**

**- Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"**

**- Section 35.18(C)(2) states "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 this section; however, state laws, such as the Consultants' Competitive Negotiation Act of the state statutes, as may be amended from time to time to the extent applicable, shall be followed."***

***- Section 35.18(C)(7)(a) states, "Academic program reviews, lectures or seminars by individuals, professional development programs, training, and continuing education seminars are not subject to the competitive procurement requirement."***

***- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."***

***- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."***

***- Section 35.21(A)(1) of the City's Code of Ordinance states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."***

#### **SUMMARY EXPLANATION AND BACKGROUND:**

1. In an effort to close academic learning gaps, the Pembroke Pines-FSU Charter Elementary School ('FSU Elementary') offer a summer academy program to provide their K-4 students extra academic support in reading and other subjects.
  
2. FSU Elementary want to expand their summer academy to accelerate learning and provide enrichment, and in doing so, hire the Drobots Company ('Drobots') to provide instruction during the summer in the areas of science, technology, math, and engineering (STEM). Through this program, students would apply knowledge by participating in hands-on, real-world STEM exploration.
  
3. The Drobots STEM program would serve students in grades K-4. Students in grades K-2 would participate in the Junior Engineering program. Students in grades 3-4 would participate in the Robotics and Drones program. Students will attend the camp for a one-week session, four days a week. There will be four sessions offered in the summer from June 26, 2023, thru July 31, 2023 (See Exhibit 1. Drobots Company Service Agreement).
  
4. Drobots will charge FSU Elementary on a per student camper, per session basis. The cost per student camper is \$400. Approximately 224 students are projected to participate in the program. The total projected cost would be \$89,600 for Summer 2023. FSU Elementary was awarded two grants: (1) the ESSER II Supplemental Programming grant (Exhibit 2), and (2) the Intensive Afterschool Weekend Academies grant (Exhibit 3). Both federal grants prioritize funding for schools with STEM summer program initiatives, and will fund the cost of the Drobots

Agenda Request Form Continued (23-0179)

STEM program services for Summer 2023 as follows:

ESSER II Supplemental Programming grant allocation for Drobots:	\$62,242.96
Intensive Afterschool Weekend Academies grant allocation for Drobots:	\$27,357.04
Total grant funding for Drobots STEM Program:	\$89,600.00

5. Recommend City Commission approve the purchase and agreement from Drobots Company for a professional services package to operate the 2023 Drobots STEM Learning Camp Program at the Pembroke Pines-Florida State University Charter Elementary School, in an amount not to exceed \$89,600, pursuant to Section 35.18(C) of the City's Code of Ordinances.

Reviewed by Commission Auditor.

#### FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$89,600

b) **Amount budgeted for this item in Account No:** This expenditure was not budgeted for in the 2022-23 FSU Charter Elementary School Budget

c) **Source of funding for difference, if not fully budgeted:** This expense will be funded by the following grant revenue streams: ESSER II Supplemental Programming \$62,242.96 and Intensive Afterschool Weekend Academies \$27,357.04. When the grant revenues are received, a budget adjustment will be processed to increase the applicable FSU grant revenue accounts and the FSU Elementary professional service expenditure accounts. This accounting transaction will increase the FSU Elementary 2023 Charter School budget by \$89,600.

##### Revenues

ESSER II Supplemental Programming	173-000-5061-332xxx-3280-000-0000-	\$62,242.96
Intensive Afterschool Weekend Academies	173-000-5061-332xxx-3280-000-0000-	\$27,357.04
<b>Revenue Total</b>		<b>\$89,600.00</b>

##### Expenditures

Professional Svc - Tech Svc	173-569-5061-531310-510x-310-0000-	\$89,600.00
<b>Expenditure Total</b>		<b>\$89,600.00</b>

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

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$89,600				
Expenditures	(\$89,600)				
Net Cost	0.00				

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

#### FEASIBILITY REVIEW:

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



**Agenda Request Form Continued (23-0179)**

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- 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.