

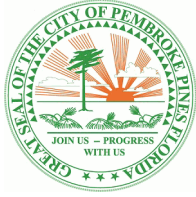
Alternate contact(s) must be manually added to all subsequent communications.

BTN/CC MISMATCH, ACCOUNT NOT VALIDATED. CUSTOMER AUTHENTICATION REQUIRED.

product 1	
Product	
Product	Primary Rate ISDN (PRI)
Account information	
Existing account	yes
Company name	City of Pembroke Pines
Order alias	1 year Universal Extension
Billing phone number	(954) 517-8400
Customer code	002
Customer contact information	
First name	Dominique
Last name	Rojas
Email	contracts@ppines.com
Phone	(954) 392-9436
Alternate Contact 1	
First name	Anthony
Last name	Dominguez
Email	ad9971@att.com
Phone	(407) 403-0390
Request	
Request	Order Inquiry/Modify/Cancel
Service location	
State	Florida
Local contact	
First name	Dominique
Last name	Rojas

Email	contracts@ppines.com
Phone	(954) 392-9436
Alternate local contact (optional)	
First name	Anthony
Last name	Dominguez
Email	ad9971@att.com
Phone	(407) 403-0390
Additional information	
Requested due date	6/10/2024
Request an earlier due date	Yes
Detailed description of your request	Please reterm for 12 months: 954-517-8400-002 954-517-8457-002
Routing	
Designated Routing	No
Attachments	

Bellsouth Telecommunications LLC dba ATT Southeast
Agreement - PRI services Renewal - FL20-0905-02.msg



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 37.

File ID: 24-0594

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 06/10/2024

Short Title: Contracts Database Report - June 18th, 2024

Final Action: 06/18/2024

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

(A) AT&T DW Holdings, Inc. d/b/a AT&T Enterprises, LLC - PRI Services - Renewal

(B) Camelot Community Care, Inc. - Behavioral Health Services - Renewal

(C) Ferguson Enterprises, LLC - Utilities Fitting and Accessories - Renewal

(D) Granicus, LLC - Legistar Software Maintenance - Renewal

(E) Instructure, Inc. - Canvas Learning Management Software - Renewal

(F) Randy S. Katz, D.O., P.L. - Interim Medical Director - Renewal

(G) S. Katz, Inc. - Medical Director - Renewal

(H) School Board of Washington Count - Panhandle Area Educational Consortium (PAEC) - Renewal

(I) Vigilant Solutions, Inc. - ESA - License Plate Reader - Annual Hosting and Software Subscriptions & Maintenance - Renewal

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

(J) Clean Harbors Environmental Services, Inc. - Household Hazardous Waste Collection and Disposal Services - Non-Renewal

***Agenda Date:** 06/18/2024

Agenda Number: 37.

Internal Notes:

Attachments: 1. Contract Database Report - June 18th, 2024, 2. A. AT&T DW Holdings - PRI Agreement (All Backup), 3. B. Camelot Community Care-Behavioral Health (AB), 4. C. Ferguson Enterprises, LLC. - Utilities Fittings and Accessories (AB), 5. D. Granicus Inc - Legistar Software (All Backup), 6. E. Instructure Inc. - Canvas software for Charter Schools (AB), 7. F. Randy Katz - Interim Medical Director (AB), 8. G. S Katz, Inc. - Medical Director Services (AB), 9. H. School Board of Washington County PAEC Agreement (all backup), 10. I. Vigilant Solutions, Inc. - LPR ESA (all backup), 11. J. Clean Harbors Environmental Services Agreement - HHW (Piggyback CCreek)(all backup)

Related Files:

1	City Commission	06/18/2024	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
		Aye: - 5	Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez	
		Nay: - 0		

SUMMARY EXPLANATION AND BACKGROUND:

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

(A) AT&T DW Holdings, Inc. d/b/a AT&T Enterprises, LLC - PRI Services - Renewal for Technology Services Department

1. On July 29th, 2021, the City entered into an Agreement with Bellsouth Telecommunications, LLC d/b/a AT&T Southeast for a twelve (12) month period, which expired on July 31st, 2022.
2. Bellsouth Telecommunications, LLC d/b/a AT&T Southeast provides primary rate interface ("PRI") services (end to end digital telecommunications for voice lines) for the City facilities and Charter School campuses.
3. The 2021 Agreement formalized the services which had been provided since 2014 and authorizes the renewal of existing circuits for successive twelve-month terms.
4. On August 23rd, 2022, the parties executed a Renewal Agreement to extend the term for

an additional, one (1) year period which expired on July 31st, 2023.

5. On June 26th, 2023, the parties executed a Renewal Agreement to extend the term for an additional, one (1) year period which will expire on July 31st, 2024.

6. Bellsouth Telecommunications, LLC d/b/a AT&T Southeast has subsequently been acquired by AT&T DW Holdings, Inc. d/b/a AT&T Enterprises, LLC.

7. The Technology Services Department recommends that the City Commission approve the renewal of existing services for an additional twelve (12) month renewal term commencing on August 1st, 2024, and expiring on July 31st, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$44,824.80

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

Monthly invoices for PRI services are spread across multiple City departments as well as all Charter School campuses using the following account codes -

City Departments: billed against 541100 (Telephone)

Charter Schools: billed against 541370 (Communications)

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

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

This agreement is for a one-year period commencing August 01, 2024. Therefore, projected operational costs will follow the City's and Charter School fiscal calendars. August 01, 2024, to September 30, 2024 for City department budgets and August 01, 2024 to June 30, 2025 for Charter School's budget.

541370 (Communications):

	Current City FY	FY 2024-25
Revenues	\$0.00	\$0.00
Expenditures	\$0.00	\$7,500.00
Net Cost	\$0.00	\$7,500.00

541100 (Telephone):

	Current City FY	FY 2024-25
Revenues	\$0.00	\$0.00
Expenditures	\$6,220.80	\$31,104.00
Net Cost	\$6,220.80	\$31,104.00

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

FEASIBILITY REVIEW:

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



FL20-0905-02-2

**UNIVERSAL EXTENSION – 21 STATES
AMENDMENT TO SERVICE AGREEMENT
FOR INTEGRATED SERVICES DIGITAL NETWORK PRIMARY RATE INTERFACE (ISDN PRI)
with AT&T DS1 Service or with AT&T High Capacity DS1 1.544 Mbps Service, as applicable
PROVIDED PURSUANT TO STANDARD OR CUSTOM TERMS**

PCS ID : 20230612-006

CNUM# ECATS# / AT&T Contract ID# of pre-existing Contract (**must be included**): ~~20210728-6244~~ FL20-0905-02

Case Number# / SPP# (if applicable):

Billing Telephone Number(s) (BTNs) / Account Telephone Number(s) (ATNS) (**required**), include DS1 Transport BTN (if applicable):

See Attachment B for additional BTNs/ATNs if required.

Customer	AT&T
City of Pembroke Pines	AT&T means the applicable Service Provider identified in the Agreement

This amendment ("Amendment") modifies the parties' pre-existing Confirmation of Service Order, Letter of Election, Pricing Schedule or other service agreement referenced above ("Service Agreement") and is effective on the date on which the last party signs this Amendment ("Effective Date"). This Amendment extends the term for the existing Service Agreement ("Service Agreement Term"), and minimum term or commitment for each of the Services ("Minimum Payment Period"), regardless of how such terms are referred to in the Service Agreement, but only for the services set forth in Section 1 of this Amendment ("Services"). If any other services are covered by the Service Agreement, such services shall not be affected by this Amendment.

This Amendment is available to existing customers with an unexpired Service Agreement Term or with a Service Agreement Term which expired less than 6 months prior to the Effective Date of this Amendment. Where the Service Agreement term is **unexpired**, this Amendment extends the existing Service Agreement Term and Minimum Payment Period. Where the Service Agreement Term is **expired**, this Amendment establishes a new Service Agreement Term and Minimum Payment Period. This Amendment is not available to Customers who seek E-rate funding for the Services provided under the Service Agreement, as modified by this Amendment.

Except as expressly set forth below, all other terms and conditions of the Service Agreement (including any associated master agreement or Business Services Agreement) apply.

1. SERVICE - Integrated Services Digital Network Primary Rate Interface ("ISDN PRI")

States	Service Name
Illinois, Indiana, Michigan, Ohio and Wisconsin	ISDN Prime with AT&T DS1 Service
Arkansas, Kansas, Missouri, Oklahoma and Texas	Primary Rate ISDN - SmartTrunk®
California and Nevada	Primary Rate ISDN with AT&T High Capacity DS1 1.544 Mbps Service
Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee	Primary Rate ISDN - Voice/Data Standard Service

2. EXTENSION PERIOD

Service Agreement Term and Minimum Payment Period Extension	Additional 12 months following the existing Service Agreement Term, or, if Service Agreement Term is expired, the Effective Date of this Amendment
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3. EARLY TERMINATION CHARGES

Early termination charges do not apply if migrating to qualifying AT&T Service, as set forth in the applicable Service Publication.

4. CUSTOMER'S EXISTING SERVICE COMPONENTS, QUANTITIES AND RATES

The existing Services covered by this Amendment shall be the Service Components and quantities that were covered by the Customer's Service Agreement and were still in service as of the Effective Date of this Amendment, and the rates for such Services as specified in the Customer's

**AMENDMENT TO SERVICE AGREEMENT
FOR INTEGRATED SERVICES DIGITAL NETWORK PRIMARY RATE INTERFACE ("ISDN PRI")
with AT&T DS1 Service or with AT&T High Capacity DS1 1.544 Mbps Service, as applicable**

Service Agreement will apply during the Service Agreement Term.

Rates in Customer's Service Agreement for the Services identified in this section will be deemed to be applicable to such Services during the period, if any, between the expiration of the applicable Minimum Payment Period and the earlier of (i) the Effective Date of this Amendment or (ii) the date Customer's rates for the Services were increased to month-to-month Service Publication rates. No credit will be granted with respect to any Service Publication rates charged to Customer between the expiration of the applicable Minimum Payment Period and the Effective Date of this Amendment.

Adds are not permitted under the Service Agreement, as modified by this Amendment.

5. SCRUTINIZED COMPANIES

AT&T, 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 or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

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

6. EMPLOYMENT ELIGIBILITY

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

6.1 Definitions for this Section.

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

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

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

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

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

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

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

6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization

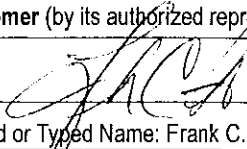
**AMENDMENT TO SERVICE AGREEMENT
FOR INTEGRATED SERVICES DIGITAL NETWORK PRIMARY RATE INTERFACE ("ISDN PRI")
with AT&T DS1 Service or with AT&T High Capacity DS1 1.544 Mbps Service, as applicable**

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.

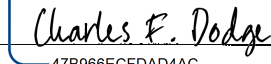
Each person signing this Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Amendment.

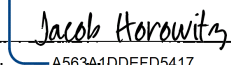
This Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Amendment by the Parties shall be legally binding, valid and effective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

This Amendment signed by AT&T first, is effective upon Customer signature provided that such fully signed Amendment is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any change made to this document renders the Amendment null and void, except for changes expressly authorized by the terms of this Amendment.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	By: eSigned - Laura Morales
Printed or Typed Name: Frank C. Ortis	Printed or Typed Name:
Title: Mayor	Title: Contract Specialist, as signatory for AT&T
Date:	Date: 12 Jun 2023

DB142V

DocuSigned by:
By: 
Printed or Typed Name: Charles F. Dodge
Title: City Manager
Date: June 26, 2023

Approved as to form:
DocuSigned by:
By: 
Printed or Typed Name: Jacob Horowitz
Title: City Attorney
Date: June 23, 2023

**AMENDMENT TO SERVICE AGREEMENT
FOR INTEGRATED SERVICES DIGITAL NETWORK PRIMARY RATE INTERFACE ("ISDN PRI")
with AT&T DS1 Service or with AT&T High Capacity DS1 1.544 Mbps Service, as applicable**

**ATTACHMENT B
BILLING TELEPHONE NUMBER (BTN) LIST**

Customer: City of Pembroke Pines

☐ Check box if additional BTNs / ATNs are attached per excel file and attached with this Amendment, include DS1 Transport BTN (if applicable).

ROW	BTN/ATN	BTN/ATN	BTN/ATN	BTN/ATN
1	954-517-8400-002			
2	954-517-8457-002			
3				
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City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 21.

File ID: 23-0053

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - June 21, 2023

Final Action: 06/21/2023

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

- (A) Comcast of South Florida II, Inc. - Basic Cable and Broadcast TV for Pines Point and Pines Place - Renewal
- (B) Miller Legg & Associates, Inc. - Land Surveying Services - Renewal
- (C) Imagine Learning LLC - Student Online Services-Renewal
- (D) Lexipol LLC-Law Enforcement Wellness App-Renewal
- (E) Safeguard Services, Inc. - Janitorial Services for the Police Department - Renewal
- (F) Choices for Life, Inc.-Commercial Lease-Renewal
- (G) Miami Art Services-Art Installation at the Frank Gallery-Renewal
- (H) Bellsouth Telecommunications, LLC d/b/a AT&T Southeast - PRI Services - Renewal
- (I) Ferguson Enterprises, LLC-Utilities Fitting and Accessories-Renewal
- (J) Hawkins Water Treatment Group, Inc- Purchase of Hydrofluosilicic Acid-CO-OP Renewal

**ITEMS (K) AND (L) ARE NOT BEING RENEWED, 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:**

- (K) Keylite Power & Lighting Corp - Maintenance of Fire Station Alerting

Agenda Request Form Continued (23-0053)**Systems - Non-Renewal**

(L) Allied Universal Corp. - Sodium Hypochlorite CO-OP Agreement -
Non-renewal

***Agenda Date:** 06/21/2023

Agenda Number: 21.

Internal Notes:

Attachments: 1. Contracts Database Report - June 21st, 2023, 2. A. Comcast Cable Pines Point 2012 (all-backup), 3. A. Comcast Cable Pines Place 2012 (all-backup), 4. B. Miller Legg & Associates - Land Surveying Services PSEN-19-09 (AB), 5. C. Imagine Learning-Online Services for Charter Schools (ABD), 6. D. Lexipol MSA (AB), 7. E. Safeguard Services Inc Agreement - Janitorial Services (PD-21-01)(all backup), 8. F. Choices for Life, Inc. - Commercial Lease Agreement (AB), 9. G. Miami Art Services LLC - Art Installation Services (AB), 10. H. Bellsouth Telecommunications LLC dba AT&T Southeast - PRI Agreement (all-backup), 11. I. Ferguson Enterprises - Utilities Fittings and Accesories (AB), 12. J. Hawkins Hydrofluosilicic CO-OP (ABD-2), 13. K. Keylite Power & Lighting Corp - Station Alerting System Service Agreement (ABD), 14. L. Allied Universal - CO-OP Sodium Hypochlorite (AB)

1	City Commission	06/21/2023	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
		Aye: - 5	Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo	
		Nay: - 0		

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) Comcast of South Florida II, Inc. - Basic Cable and Broadcast TV for Pines Point and Pines Place - Renewal

1. On December 27, 2012, the City entered into two (2) Services Agreements with Comcast of

Agenda Request Form Continued (23-0053)

South Florida II, Inc., each for an initial five (5) year period, which expired on December 14, 2017.

2. The City of Pembroke Pines Community Services Department utilizes Comcast of South Florida II, Inc. to provide basic cable and broadcast TV services for the senior residential units at Pines Point and Pines Place.

3. Section 9 of each of the Original Agreements authorizes additional, automatic, two (2) year renewal terms.

4. On December 15, 2017, 2019, and 2021 the services were automatically renewed, each time for an additional two (2) year period, extending the terms of both Agreements to December 14, 2023.

5. The Community Services Department recommends that the City Commission approve the automatic continuation of these services for an additional two (2) year renewal term, commencing on December 15, 2023, and expiring on December 14, 2025, as allowed by the Agreements.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$653,821.00 (for Pines Point & Pines Place)

b) Amount budgeted for this item in Account No: Cables Fees: Pines Point Account # 001-554-8002-541225-0000-000-0000 and Pines Place Account # 001-554-8002-541225-0000-000-0000-00603

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

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

Pines Point:

	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$50,150.00	\$51,654.00	\$54,237.00
Net Cost	\$50,150.00	\$51,654.00	\$54,237.00

Pines Place:

	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$157,900.00	\$165,795.00	\$174,085.00
Net Cost	\$157,900.00	\$165,795.00	\$174,085.00

Total:

	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$208,050.00	\$217,449.00	\$228,322.00
Net Cost	\$208,050.00	\$217,449.00	\$228,322.00

e) Detail of additional staff requirements: Not Applicable

Agenda Request Form Continued (23-0053)

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) Miller Legg & Associates, Inc. - Land Surveying Services - Renewal

1. On August 5, 2020, the City entered into an Agreement with Miller Legg & Associates, Inc. for an initial three (3) year period, which expires on August 4, 2023.

2. Miller Legg & Associates, Inc. provides the City with land surveying services.

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 written Amendments extending the term thereof.

4. The City expects a significant increase in projects which will require the Consultant's services; therefore, the City is requesting an increase in compensation from \$40,000 to \$80,000.

5. The Engineering Department recommends that the City Commission approve this First Amendment to increase the annual compensation amount from \$40,000.00 to \$80,000.00 and to renew the term for an additional one (1) year period which shall commence on August 5, 2023, and naturally expire on August 4, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$80,000.00

b) Amount budgeted for this item in Account No: 001-519-6006-531100-0000-000-0000

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	\$13,333.33	\$66,666.67
Net Cost	\$13,333.33	\$66,666.67

e) Detail of additional staff requirements: Not Applicable

Agenda Request Form Continued (23-0053)**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) Imagine Learning LLC - Student Online Services - Renewal

1. On August 5, 2020, the City entered into the Original Agreement with Edgenuity, Inc. for a one (1) year period, which naturally expired on July 31, 2021.
2. Edgenuity, Inc. is an online content provider that specializes in providing K-12 digital educational resources and instructional services to the City's Charter Schools.
3. Section 8a of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On August 4, 2021, the City Commission approved the renewal of the Original Agreement, for a one (1) year period which naturally expired on July 31, 2022.
5. Edgenuity, Inc. has since been acquired and is now doing business as Imagine Learning LLC.
6. On June 15, 2022, the City Commission approved the renewal of the Original Agreement, as amended, for a one (1) year period which will naturally expire on July 31, 2023.
7. The City's Charter Schools is satisfied with the performance and execution of the Agreement, as amended, and recommends that the City Commission approve this Third renewal for a one (1) year renewal term which shall commence on August 1, 2023 and naturally expire on July 31, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$62,900.00

b) Amount budgeted for this item in Account No: Funds will be budgeted for this expense within the Pembroke Pines Charter Schools 2023-2024 Proposed Charter School Budget within the following budgetary accounts:

<u>West Middle</u>	<u>Non-capital Software & License</u>	<u>171-569-5052-552652-5102-369-0000-00553</u>	<u>\$18,700.00</u>
<u>West Middle</u>	<u>Professional & Tech Services</u>	<u>171-569-5052-531310-6400-310-0000-00553</u>	<u>\$1,166.67</u>

Agenda Request Form Continued (23-0053)

<u>Central Middle</u>	<u>Non-capital Software & License</u>	<u>171-569-5052-552652-5102-369-0000-00554</u>	<u>\$18,700.00</u>
<u>Central Middle</u>	<u>Professional & Tech Services</u>	<u>171-569-5052-531310-6400-310-0000-00554</u>	<u>\$1,166.67</u>
<u>Academic Village</u>	<u>Non-capital Software & License</u>	<u>172-569-5053-552652-5103-369-0000-</u>	<u>\$22,000.00</u>
<u>Academic Village</u>	<u>Professional & Tech Services</u>	<u>172-569-5053-531310-6400-310-0000-</u>	<u>\$1,166.66</u>
	<u>Total</u>		<u>\$62,900.00</u>

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

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

	FY 2023-24
Revenues	\$.00
Expenditures	\$62,900.00
Net Cost	\$62,900.00

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) Lexipol LLC - Law Enforcement Wellness App - Renewal

1. On June 15, 2022, the City commission approved to enter into a Master Service Agreement with Lexipol, LLC for an initial one (1) year period, which shall naturally expire on July 11, 2023.

2. Lexipol, LLC provides the City's Police Department with the Cordico Shield Law Enforcement Wellness App.

3. Section 2 of the Original Agreement authorizes the renewal of the Original Agreement for successive one (1) year renewal terms unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term.

4. The Police Department recommends extending the term of the Original Agreement for a one (1) year period which shall commence on July 12, 2023 and shall naturally expire on July 11, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

Agenda Request Form Continued (23-0053)

- a) **Renewal Cost:** \$35,000
- b) **Amount budgeted for this item in Account No:** Funds are available in account 122-521-3023-534995-0000-000-0000- Other Svc - IT
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1 year projection of the operational cost of the project** Not Applicable

	Current FY
Revenues	\$.00
Expenditures	\$35,000.00
Net Cost	\$35,000.00

- 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

(E) Safeguard Services, Inc. - Janitorial Services for the Police Department - Renewal

1. On June 12, 2021, the City entered into an agreement with Safeguard Services, Inc. for an initial two (2) year period, which will expire on June 1, 2023.
2. The City contracts Safeguard Services, Inc. to provide janitorial services at various buildings for the Police Department.
3. Section 5.1 of the Original Agreement authorizes changes to the scope of work of the Original Agreement, evidenced by a written amendment, and on December 29, 2021, the Parties executed the First Amendment, to increase the scope of work to include services at the shoot house portion of the Police Training Facility, and to increase the compensation accordingly. The changes resulted in an increase in annual compensation from \$110,000 to \$112,256.88.
4. Section 3.2 of the Original Agreement authorizes renewal of the Original Agreement for an additional, two (2) year term upon mutual consent, evidenced by a written amendment.
5. On May 24, 2023, the Parties executed the Second Amendment, to extend the term for 29 days up to June 30, 2023, to allow time for the parties to agree on an applicable increase in the compensation.
6. Due to mandated increases in the Florida minimum wage and the increase in the Consumer

Agenda Request Form Continued (23-0053)

Price Index ("CPI"), as well as additional economic pressures, the contractor is requesting a nine percent (9%) increase in compensation. The Police Department and Contractor have agreed that the City will provide the Janitorial Supplies for the renewal term. These changes will result in a reduction of the total annual compensation from \$112,256.88 to \$104,911.80.

7. The Police Department recommends that the City Commission approve this Third Amendment authorizing the 9% increased compensation rate, with the City providing the janitorial supplies, for an additional, two (2) year renewal term commencing on July 1st, 2023, and expiring on June 30th, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$209,823.60 (\$26,227.95 for the remainder of the fiscal year. (7/1/2023 - 9/30/2023))

b) Amount budgeted for this item in Account No: Funds are available in account # 001-521-3001-534950-0000-000-0000 (Other Service - Maintenance)

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

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

	Current FY	Year 2	Year 3
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$26,227.95	\$104,911.80	\$78,683.85
Net Cost	\$26,227.95	\$104,911.80	\$78,683.85

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

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

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

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

(F) Choices for Life, Inc. - Commercial Lease - Renewal

1. On October 15, 2020, the City entered into a Commercial Lease Agreement with Choices for Life, Inc. for an initial one (1) year period, which naturally expired on November 1, 2021.

2. Choices for Life, Inc. leases the premises located at 6700 NW 13 St., Pembroke Pines, FL 33025.

3. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for

Agenda Request Form Continued (23-0053)

four (4) additional one (1) year terms upon mutual consent, evidenced by a written Amendment.

4. On August 4, 2021, the Parties executed the First Amendment to renew the term for an additional one (1) year period which expired on November 1, 2022.

5. On April 14, 2022, the Parties executed the Second Amendment to renew the term for an additional one (1) year period which expires on November 1, 2023.

6. The Public Services Department recommends the City Commission to approve this Third Amendment to renew the term for an additional one (1) year period which shall commence on November 2, 2023 and naturally expire on November 1, 2024.

FINANCIAL IMPACT DETAIL:

a) **Renewal Revenue:** \$56,896.08

b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account #001-000-6001-362030-0000-000-0000-Rental city facilities

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

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

	FY 2023-24	FY 2024-25
Revenues	\$52,154.74	\$4,741.34
Expenditures	\$0.00	\$0.00
Net Revenue	\$52,154.74	\$4,741.34

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

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

2. Miami Art Services, Inc. provides professional art installation services at the Frank art gallery.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for

Agenda Request Form Continued (23-0053)

two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing October 1, 2021 and ending September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$52,000 over a two-year period

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

001-573-7010-534990-0000-000-0000-00350

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

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

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

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) Bellsouth Telecommunications, LLC d/b/a AT&T Southeast - PRI Services - Renewal

1. On July 29th, 2021, the City entered into an Agreement with Bellsouth Telecommunications, LLC d/b/a AT&T Southeast for a twelve (12) month period, which expired on July 31st, 2022.

2. Bellsouth Telecommunications, LLC d/b/a AT&T Southeast provides primary rate interface ("PRI") services (end to end digital telecommunications for voice lines) for the City facilities and Charter School campuses.

3. The 2021 Agreement formalized the services which had been provided since 2014 and

Agenda Request Form Continued (23-0053)

authorizes the renewal of existing circuits for successive twelve-month terms.

4. On August 23rd, 2022, the parties executed a Renewal Agreement to extend the term for an additional, one (1) year period which will expire on July 31st, 2023.

5. The Technology Services Department recommends that the City Commission approve this Renewal Agreement for an additional twelve (12) month renewal term commencing on August 1st, 2023 and expiring on July 31st, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$44,824.80

b) Amount budgeted for this item in Account No:

Monthly invoices for PRI services are spread across multiple City departments as well as all Charter School campuses using the following account codes -

City Departments: billed against 541100 (Telephone)

Charter Schools: billed against 541370 (Communications)

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

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

This agreement is for a one-year period commencing August 1, 2023. Therefore, projected operational costs will follow the City's and Charter School fiscal calendars. August 1, 2023 to September 30, 2024 for City department budgets and August 1, 2023 to June 30, 2024 for Charter School's budget.

541370 (Communications):

	Current School FY	FY 2023-24
Revenues	\$0.00	\$0.00
Expenditures	\$0.00	\$7,500.00
Net Cost	\$0.00	\$7,500.00

541100 (Telephone):

	Current City FY	FY 2023-24
Revenues	\$0.00	\$0.00
Expenditures	\$6,220.80	\$31,104.00
Net Cost	\$6,220.80	\$31,104.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

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

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

Agenda Request Form Continued (23-0053)

Conducted for this service? Not Applicable

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

(I) Ferguson Enterprises, LLC - Utilities Fitting and Accessories - Renewal

1. On December 14, 2022, the City entered into an Agreement with Ferguson Enterprises, LLC., utilizing the terms and pricing offered in Seminole County IFB-603727/LNF which shall expire on July 15, 2023.
2. Ferguson Enterprises, LLC provides utilities fitting and accessories on an as needed basis for purchase of inventory parts for its Environmental Services Water and Wastewater Division.
3. Section 4.1 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Utilities Department recommends that the City Commission approve this First Amendment for the first one (1) year renewal term which shall commence on July 16, 2023 and shall naturally expire on July 15, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$350,000.00

b) Amount budgeted for this item in Account No:

471-535-6021-546150-0000-000-0000- & 471-533-6032-546150-0000-000-0000-

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	\$87,500.00	\$262,500.00
Net Cost	\$87,500.00	\$262,500.00

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

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

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

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

Agenda Request Form Continued (23-0053)**Labor for this service?****(J) Hawkins Water Treatment Group, Inc - Purchase of Hydrofluosilicic Acid - CO - OP Renewal**

1. On September 18, 2019, the City Commission approved the purchase of Hydrofluosilicic Acid on as needed basis from Hawkins Water Treatment Group, Inc. utilizing the Southeast Florida Governmental Cooperative Purchasing Group (CO-OP) Bid #19-C-020-F for an initial period which expired on August 18, 2021.
2. Hawkins Water Treatment Group, Inc. provides Hydrofluosilicic Acid to the City's Water Treatment Plant and the City's Wastewater Treatment Plant.
3. The Term of the CO-OP Agreement allows for two (2) additional (2) year renewal terms.
4. On August 18, 2021, the City Commission approved to continue utilizing the CO-OP Agreement for the purchase of Hydrofluosilicic Acid on as needed basis for an additional 2 year term which will expire on August 18, 2023.
5. The CO-OP has extended Term of their agreement with Hawkins Water Treatment Group, Inc. for an additional 2 year terms which will expire on August 18, 2025.
6. The Utilities Department recommends that the City Commission approve the continuation of purchasing of Hydrofluosilicic Acid on as needed basis for an additional two (2) year term which shall expire on August 18, 2025 utilizing the CO-OP Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$104,400.00 (12,000 gallons annual estimated usage x \$4.35/gallon)
- b) **Amount budgeted for this item in Account No:**
471-533-6031-552430-0000-000-0000- (Operating chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **3 year projection of the operational cost of the project:**

	Current FY	FY 2024	FY 2025
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$8,700.00	\$52,200.00	\$43,500.00
Net Cost	\$8,700.00	\$52,200.00	\$43,500.00

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

FEASIBILITY REVIEW:

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

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

Conducted for this service? Not Applicable.

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

(K) Keylite Power & Lighting Corp - Maintenance of Fire Station Alerting Systems - Non-Renewal

1. On May 1, 2018, the City entered into a Service Agreement with Keylite Power & Lighting Corp. for an initial one (1) year period, which naturally expired on April 30, 2019.
2. Keylite Power and Lighting Corp. is the sole source supplier and service company for the G2 Fire Station Alerting system that was installed in all of City's Fire Stations in 2019. Keylite Power and Lighting Corp. provides the Fire Department with twenty-four hour service to the alerting systems for emergency call outs and repairs.
3. Section 10 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year periods upon mutual consent, evidenced by a written Amendment.
4. On May 1, 2019, the Parties executed the First Amendment to the Original Agreement to extend the term thereof for one (1) year, which naturally expired on April 30, 2020.
5. On February 5, 2020, the Parties executed the Second Amendment to the Original Agreement, as amended, to align the term with the City's fiscal year, extending the renewal period to September 30, 2021.
6. On June 16, 2021, the Parties executed the Third Amendment to the Original Agreement, as amended, to extend the term thereof which naturally expired on September 30, 2022.
7. On August 8, 2022, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to increase the total annual amount from \$41,086.36 to \$42,654.68, and to extend the term thereof for a one (1) year period which will naturally expire on September 30, 2023.
8. There are no further renewals and the Department will start a new Procurement process for the services.

(L) Allied Universal Corp. - Sodium Hypochlorite CO-OP Agreement - Non-renewal

1. On October 6, 2021, the City Commission approved the purchase of sodium hypochlorite 12.5% from Allied Universal Corp. for an initial period, which expires on August 31, 2023.
2. Allied Universal Corp. provides the City's Water Treatment Plant and the Wastewater Treatment Plant with sodium hypochlorite 12.5% on an as needed basis.
3. The Original Agreement authorizes the renewal of the Original Agreement for two (2)

Agenda Request Form Continued (23-0053)

additional one (1) year renewal terms.

4. The Utilities Department has confirmed that the City of Fort Lauderdale, as the lead agency, has not renewed the CO-OP agreement with Allied Universal Corp, and that a new procurement process has been started to secure this service.



PCS ID: 20220803-020

**UNIVERSAL EXTENSION – 21 STATES
AMENDMENT TO SERVICE AGREEMENT
FOR INTEGRATED SERVICES DIGITAL NETWORK PRIMARY RATE INTERFACE ("ISDN PRI")
with AT&T DS1 Service or with AT&T High Capacity DS1 1.544 Mbps Service, as applicable
PROVIDED PURSUANT TO STANDARD OR CUSTOM TERMS**

CNUM# ECATS# / AT&T Contract ID# of pre-existing Contract (**must be included**): ~~20211112-016-~~ FL20-0905-02
Case Number# / SPP# (if applicable):
Billing Telephone Number(s) (BTNs) / Account Telephone Number(s) (ATNS) (**required**), include DS1 Transport BTN (if applicable):
See Attachment B for additional BTNs/ATNs if required.

Customer	AT&T
City of Pembroke Pines	AT&T means the applicable Service Provider identified in the Agreement

This amendment ("Amendment") modifies the parties' pre-existing Confirmation of Service Order, Letter of Election, Pricing Schedule or other service agreement referenced above ("Service Agreement") and is effective on the date on which the last party signs this Amendment ("Effective Date"). This Amendment extends the term for the existing Service Agreement ("Service Agreement Term"), and minimum term or commitment for each of the Services ("Minimum Payment Period"), regardless of how such terms are referred to in the Service Agreement, but only for the services set forth in Section 1 of this Amendment ("Services"). If any other services are covered by the Service Agreement, such services shall not be affected by this Amendment.

This Amendment is available to existing customers with an unexpired Service Agreement Term or with a Service Agreement Term which expired less than 6 months prior to the Effective Date of this Amendment. Where the Service Agreement term is **unexpired**, this Amendment extends the existing Service Agreement Term and Minimum Payment Period. Where the Service Agreement Term is **expired**, this Amendment establishes a new Service Agreement Term and Minimum Payment Period. This Amendment is not available to Customers who seek E-rate funding for the Services provided under the Service Agreement, as modified by this Amendment.

Except as expressly set forth below, all other terms and conditions of the Service Agreement (including any associated master agreement or Business Services Agreement) apply.

1. SERVICE - Integrated Services Digital Network Primary Rate Interface ("ISDN PRI")

States	Service Name
Illinois, Indiana, Michigan, Ohio and Wisconsin	ISDN Prime with AT&T DS1 Service
Arkansas, Kansas, Missouri, Oklahoma and Texas	Primary Rate ISDN - SmartTrunk®
California and Nevada	Primary Rate ISDN with AT&T High Capacity DS1 1.544 Mbps Service
Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee	Primary Rate ISDN - Voice/Data Standard Service

2. EXTENSION PERIOD

Service Agreement Term and Minimum Payment Period Extension	Additional 12 months following the existing Service Agreement Term, or, if Service Agreement Term is expired, the Effective Date of this Amendment
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3. EARLY TERMINATION CHARGES

Early termination charges do not apply if migrating to qualifying AT&T Service, as set forth in the applicable Service Publication.

**AMENDMENT TO SERVICE AGREEMENT
FOR INTEGRATED SERVICES DIGITAL NETWORK PRIMARY RATE INTERFACE ("ISDN PRI")
with AT&T DS1 Service or with AT&T High Capacity DS1 1.544 Mbps Service, as applicable**

5. SCRUTINIZED COMPANIES

AT&T, 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 or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

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

6. EMPLOYMENT ELIGIBILITY

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

6.1 Definitions for this Section.

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

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

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

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

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

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

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

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

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

**AMENDMENT TO SERVICE AGREEMENT
FOR INTEGRATED SERVICES DIGITAL NETWORK PRIMARY RATE INTERFACE ("ISDN PRI")
with AT&T DS1 Service or with AT&T High Capacity DS1 1.544 Mbps Service, as applicable**

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 Amendment.

This 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 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.

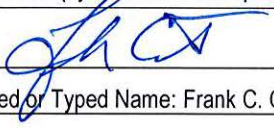

4. CUSTOMER'S EXISTING SERVICE COMPONENTS, QUANTITIES AND RATES

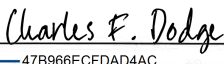
The existing Services covered by this Amendment shall be the Service Components and quantities that were covered by the Customer's Service Agreement and were still in service as of the Effective Date of this Amendment, and the rates for such Services as specified in the Customer's Service Agreement will apply during the Service Agreement Term.

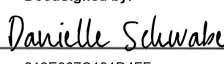
Rates in Customer's Service Agreement for the Services identified in this section will be deemed to be applicable to such Services during the period, if any, between the expiration of the applicable Minimum Payment Period and the earlier of (i) the Effective Date of this Amendment or (ii) the date Customer's rates for the Services were increased to month-to-month Service Publication rates. No credit will be granted with respect to any Service Publication rates charged to Customer between the expiration of the applicable Minimum Payment Period and the Effective Date of this Amendment.

Adds are not permitted under the Service Agreement, as modified by this Amendment.

This Amendment signed by AT&T first, is effective upon Customer signature provided that such fully signed Amendment is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any change made to this document renders the Amendment null and void, except for changes expressly authorized by the terms of this Amendment.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	By: 
Printed or Typed Name: Frank C. Ortis	Printed or Typed Name: Kaitlyn Guffey
Title: Mayor	Title: Contract Specialist CGI
Date: 8/18/22	Date: 08/03/2022 MR818R

DocuSigned by:	
By: 	
Printed or Typed Name: Charles F. Dodge	
Title: City Manager	
Date: August 23, 2022	

Approved as to form:	
DocuSigned by:	
By: 	
Printed or Typed Name: Danielle Schwabe	
Title: Office of the City Attorney	
Date: August 23, 2022	

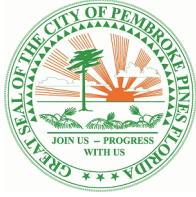
**AMENDMENT TO SERVICE AGREEMENT
FOR INTEGRATED SERVICES DIGITAL NETWORK PRIMARY RATE INTERFACE ("ISDN PRI")
with AT&T DS1 Service or with AT&T High Capacity DS1 1.544 Mbps Service, as applicable**

**ATTACHMENT B
BILLING TELEPHONE NUMBER (BTN) LIST**

Customer: Enter Customer's Legal Name as it appears on this Amendment

☐ Check box if additional BTNs / ATNs are attached per excel file and attached with this Amendment, include DS1 Transport BTN (if applicable).

ROW	BTN/ATN	BTN/ATN	BTN/ATN	BTN/ATN
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City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 1.

File ID: 22-0139

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/22/2022

Short Title: Contracts Database Report - August 17th, 2022

Final Action: 08/17/2022

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

(A) Nearpod, Inc. - License for Access to Nearpod and Flocabulary Online
Materials - Renewal

(B) Bellsouth Telecommunications, LLC d/b/a AT&T Southeast - PRI Services
- Renewal

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

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

***Agenda Date:** 08/17/2022

Agenda Number: 1.

Internal Notes:

Attachments: 1. Contracts Database Report - August 17th, 2022, 2. A. Nearpod Inc.-License for Access to Nearpod (ABDR), 3. B. Bellsouth Telecommunications LLC dba AT&T Southeast - CSA Agreement FL20-0905-02 (all backup), 4. C. Waste Pro of Florida, Inc - R&D of Grit and Screenings at WWTP (all-backup)

1	City Commission	08/17/2022	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Good Jr., Commissioner Castillo, and Commissioner Siple				
Nay: - 0				

Agenda Request Form Continued (22-0139)**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) Nearpod, Inc. - License for Access to Nearpod and Flocabulary Online Materials - Renewal

1. On September 3, 2020, the City entered into an Agreement with Nearpod, Inc. for an initial one (1) year period, which naturally expired on August 16, 2021.
2. Nearpod, Inc. provides licenses for access to Nearpod and Flocabulary online learning materials for the City's Charter Schools, grades K-12.
3. The Original Agreement authorizes renewal of the term for successive periods of one (1) year.
4. On August 4, 2021, the City extended the term of the Original Agreement with Nearpod, Inc. for an additional one (1) year term which will naturally expire on October 6, 2022.
5. The City's Charter Schools are satisfied with the performance and execution of the Original Agreement and recommend that the City Commission approve the Renewal Agreement for the term commencing on October 7, 2022 and expiring on October 6, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$30,790

b) Amount budgeted for this item in Account No: Funds for this expenditure is budgeted within the 2022-2023 Pembroke Pines Charter School Adopted Budget in the **Noncapitalized Software** Accounts below:

School Site	Account Coding	Amount
East Elementary	170-569-5051-552652-5101-369-0000-00550	\$ 1,876.00
East Elementary	170-569-5051-552652-5102-369-0000-00550	\$ 924.00
West Elementary	170-569-5051-552652-5101-369-0000-00551	\$ 1,876.00
West Elementary	170-569-5051-552652-5102-369-0000-00551	\$ 924.00
Central Elementary	170-569-5051-552652-5101-369-0000-00552	\$ 1,876.00

Agenda Request Form Continued (22-0139)

Central Elementary	170-569-5051-552652-5102-369-0000-00552	\$ 924.00
West Middle	171-569-5052-552652-5102-369-0000-00553	\$ 7,490.00
Central Middle	171-569-5052-552652-5102-369-0000-00554	\$ 2,800.00
Academic Village Middle	172-569-5053-552652-5102-369-0000	\$ 4,950.00
Academic Village High	172-569-5053-552652-5103-369-0000	\$ 4,350.00
FSU Elementary	173-569-5061-552652-5101-369-0000	\$ 1,876.00
FSU Elementary	173-569-5061-552652-5102-369-0000	\$ 924.00
Total		\$ 30,790.00

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

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

	Current School FY
Revenues	\$.00
Expenditures	\$30,790.00
Net Cost	\$30,790.00

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) Bellsouth Telecommunications, LLC d/b/a AT&T Southeast - PRI Services - Renewal

1. On July 29th, 2021, the City entered into an Agreement with Bellsouth Telecommunications, LLC d/b/a AT&T Southeast for a twelve (12) month period, expiring on July 31, 2022.
2. Bellsouth Telecommunications, LLC d/b/a AT&T Southeast provides primary rate interface (PRI) services (end to end digital telecommunications for voice lines) for the City facilities and Charter School campuses.
3. The 2021 Agreement formalized the services which had been provided since 2014 and authorizes the renewal of existing circuits for successive twelve-month terms.
4. The Technology Services Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Amendment for a twelve (12) month renewal term commencing on August 1, 2022 and expiring on July 31, 2023, as allowed by the Agreement.

Agenda Request Form Continued (22-0139)**FINANCIAL IMPACT DETAIL:**

- a) Annual Renewal Cost:** \$44,824.80 (\$3,735.40/mo)
- b) Amount budgeted for this item in Account No:** Monthly invoices for PRI services are spread across multiple City departments as well as all Charter School campuses using the following account codes -
 City Departments: billed against 541100 (Telephone)
 Charter Schools: billed against 541370 (Communications)
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 1 year projection of the operational cost of the project:** This agreement is for a one year period commencing on August 01, 2022. Therefore, projected operational costs will follow the City's and Charter School fiscal calendars. August 01, 2022 to September 30, 2023 for City department budgets and August 01, 2022 to June 30, 2023 for Charter School's budget.

Object Code 541370 (Communications):

	Current School FY	FY 2022-23
Revenues	\$0.00	\$0.00
Expenditures	\$0.00	\$7,500.00
Net Cost	\$0.00	\$7,500.00

Object Code 541100 (Telephone):

	Current City FY	FY 2022-23
Revenues	\$0.00	\$0.00
Expenditures	\$6,220.80	\$31,104.00
Net Cost	\$6,220.80	\$31,104.00

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

FEASIBILITY REVIEW:

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

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

- On January 9, 2017, the City entered into an Agreement with Waste Pro of Florida, Inc. for an initial two (2) year period, commencing on January 1, 2017, and expiring on December 31, 2018.

Agenda Request Form Continued (22-0139)

2. The City of Pembroke Pines Utilities Department utilizes Waste Pro of Florida, Inc. to provide for the removal and disposal of grit and screenings from the City of Pembroke Pines Wastewater Treatment Plant located at 13955 Pembroke Road, Pembroke Pines, FL 33027.
3. Section 3.2 of the Original Agreement allowed for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On October 1, 2018, the Parties entered into the First Amendment to increase the Hauling rate and to enter into the first two (2) year renewal term, extending the term to December 31st, 2020.
5. On August 19, 2020, the Parties entered into the Second Amendment to increase the Hauling rate and to enter into the second, and final two (2) year renewal term which will expire on December 31st, 2022.
6. The Utilities Department is satisfied with the performance and execution of the Original Agreement, as amended. The Agreement does not provide for any further renewal terms, and the Department has begun a new procurement process to secure these services.

**Contract Service Arrangement Agreement**

FL20-0905-02

Case Number FL20-0905-02

PCS ID : 20210728-090

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, LLC d/b/a AT&T Southeast, ("Company") and City of Pembroke Pines ("Customer" or "Subscriber"). This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein and except as otherwise provided in Section 13 below, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.



Contract Service Arrangement Agreement

Case Number FL20-0905-02

7. (a) If Subscriber cancels this Agreement for BTNs that are contributing to retire an MDA MARC, termination of individual lines within the contract is not subject to early termination penalty or fees at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement, termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement.
8. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, LLC d/b/a AT&T Southeast
Assistant Vice President
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

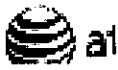
Subscriber

City of Pembroke Pines
8300 S Palm Dr
Pembroke Pines, FL 33025-4534

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.



12. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. Customer and Company acknowledge and agree that to the extent the Service provided under this Agreement is deregulated or de-tariffed by operation of law, regulation, or otherwise, all references in this Agreement to "BellSouth General Subscriber Services Tariff", "BellSouth tariffs", "BellSouth's lawfully filed tariffs", or any other reference to BellSouth's tariffs on file with the Public Service Commissioner(s) of the applicable state or states shall be deemed reference to the terms set forth in this Agreement, as well as the Service Descriptions and Price Lists and the BellSouth Service Agreement, all of which can be found at the link found at www.att.com/servicepublications, all incorporated herein by reference as if fully included herein. Customer agrees such deregulated or de-tariffed Service shall be provided in accordance with the terms and conditions set forth in this Agreement, the Service Descriptions and Price Lists for each applicable state or states and the BellSouth Service Agreement found at the link above. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of this Agreement and those incorporated by reference, the terms and conditions set forth in the body of this Agreement shall govern.
14. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions including all terms set forth in the Service Descriptions and Price Lists found at www.att.com/servicepublications, as applicable. Customer further agrees that this Agreement and any attachments hereto, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Customer and Company to this Agreement.



Contract Service Arrangement Agreement

Case Number FL20-0905-02
Option 1 of 1

Offer Expiration: This offer shall expire on: 11/28/2021.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Primary Rate ISDN – Voice/Data (Standard) service.

This Agreement provides for a twelve (12) month service period.

Growth Clause for Primary Rate ISDN service

- a. Circuits may be added during the first **3 months** of the agreement or by **6/30/2022**, whichever is earlier, at the MRC & NRC rates approved herein, and will be coterminous with the initial term of the agreement.
- b. Any circuits added after **3 months** will need a new agreement.
- c. No Moves, Adds or Changes can be made after **06/30/2022**. Renewals of existing circuits only.
- d. Growth pricing assumes that facilities exist and no extraordinary costs are to be incurred in provisioning the service.



Contract Service Arrangement Agreement

Case Number FL20-0905-02
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
City of Pembroke Pines

By: Charles F. Dodge
Authorized Signature

Printed Name: CHARLES F. DODGE

Title: CITY MANAGER

Date: 7/29/21

Company:
BellSouth Telecommunications, LLC d/b/a AT&T Southeast

By: Veronica Danao
Authorized Signature

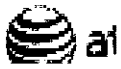
Printed Name: Veronica Danao

Title: Contract Specialist CGI

Date: 28 July 2021 AK0350

APPROVED AS TO LEGAL FORM
[Signature]
OFFICE OF THE CITY ATTORNEY
DATED: 7/29/2021

This Agreement signed by AT&T first, is effective upon Customer signature provided that such fully signed Agreement is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any change made to this document renders the Agreement null and void, except for changes expressly authorized by the terms of this Agreement.



Contract Service Arrangement Agreement

Case Number FL20-0905-02
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	PRI Non-Dist Sensitive Mileage	\$.00	\$110.00	1LD1E
2	PRI Voice/Data Interface	\$.00	\$255.00	PR71V
3	Primary Rate ISDN B-Channel	\$.00	\$10.00	PR7BV
4	Primary Rate ISDN	\$.00	\$0.20	PR7TF

**Contract Service Arrangement Agreement**Case Number FL20-0905-02
Option 1 of 1**RATES AND CHARGES****NOTES:**

1. The following nonrecurring charges will not apply upon installation. However, if all or any part of the service is disconnected prior to the expiration of the selected term, then Customer will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges.

State	Line Connection Charge, First Line	Line Connection Charge, Additional Lines	Contract Preparation Charge* (USOC WGGVF)	
Florida	\$75.00	\$75.00	\$423.00	each

2. EARLY TERMINATION - PRI SERVICE:

If Customer migrates an AT&T ILEC PRI Service or Service Component, (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- (1) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- (2) the term for the replacement agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
- (3) the replacement AT&T BVoIP Service is installed or available at the same Customer sites as the Terminated ILEC Service; and
- (4) activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

3. SERVICE AND SERVICE COMPONENT WITHDRAWAL

Service and Service Component Withdrawals during Contract Service Arrangement	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

END OF ARRANGEMENT AGREEMENT OPTION 1



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 4.

File ID: 21-0678

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/26/2021

Short Title: Emergency Renewal of CSA Agreement-AT&T

Final Action: 08/18/2021

Title: MOTION TO RATIFY THE CITY MANAGER'S APPROVAL FOR THE EMERGENCY RENEWAL OF A ONE YEAR CONTRACT SERVICE ARRANGEMENT (CSA) AGREEMENT, CASE NUMBER FL20-0905-001 BETWEEN THE CITY OF PEMBROKE PINES AND AT&T FLORIDA FOR PRI OR PRIMARY RATE INTERFACE SERVICES FOR AN ANNUAL AMOUNT NOT TO EXCEED \$44,824.80. PRIMARY RATE INTERFACE SERVICES PROVIDE END TO END DIGITAL TELECOMMUNICATIONS FOR VOICE LINES FOR THE CITY OF PEMBROKE PINES FACILITIES AND CHARTER SCHOOL CAMPUSES.

***Agenda Date:** 08/18/2021

Agenda Number: 4.

Internal Notes:

Attachments: 1. Signed Contract AT&T PRI Digital Telecom for Voice

1 City Commission 08/18/2021 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

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) (1) states, "Emergency purchases. In urgent cases of compelling emergency that require the immediate purchase of commodities or services, the City Manager is empowered to waive competitive bidding or competitive proposals and authorize the Chief Procurement Officer to secure by open market procedure any commodities or services, notwithstanding the estimated cost of the commodities or services."

- 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) 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. However, emergency purchases as described in § 35.18, shall not require advance City Commission approval. In such emergency situations, the City Manager may approve the purchase or contract, subject to later ratification by the City Commission. Emergency purchases are to be made only when the normal function and operation of the city would be hampered to such an extent by submittal of a requisition in the usual manner that it may effect the life, health or convenience of citizens."

SUMMARY EXPLANATION AND BACKGROUND:

1. In 2014, the City Commission approved the Contract Service Arrangement (CSA) Agreement, Case Number FL14-0207-00, between the City of Pembroke Pines and AT&T Florida, for a one year period.
2. On January 07, 2015, the City Commission approved the one year extension of the Contract Service Arrangement (CSA) Agreement, Case Number FL14-0207-00, between the City of Pembroke Pines and AT&T Florida, for a one year period, via the addendum agreement, case number FL14-3727-00. The extension of the CSA Agreement maintained the current BellSouth Primary Rate ISDN Rate Elements pricing.
3. On June 15, 2016, the City Commission approved the Contract Service Arrangement (CSA) Agreement, Case Number FL16-0981, between the City of Pembroke Pines and AT&T Florida for a twelve (12) month period with a one (1) year renewal option. The new CSA Agreement maintained the current BellSouth Primary Rate ISDN Rate Elements pricing.
4. Since 2017, the City and Charter Schools have been on month to month invoicing maintaining the PRI service rates established in 2016. The table below shows the PRI service rates established in 2016 including quantities or each PRI rate element for the City and Charter Schools.

PRI Rate Elements (2016)	Qty.	Per Unit Cost	Monthly Cost	Annual Cost
--------------------------	------	---------------	--------------	-------------

Access Line, - Each	6	\$130.00	\$780.00	\$9,360.00
Interface, - Each	6	\$375.00	\$2,250.00	\$27,000.00
B - Channel, - Each	138	\$10.00	\$1,380.00	\$16,560.00
Telephone Number for Flat Voice/Data	827	\$0.20	\$165.40	\$1,984.80
Total			\$4,575.40	\$54,904.80

5. On August 01, 2021, AT&T will be dramatically raising their monthly rates for PRI services and will no longer be honoring the City's current month to month rates without being on a contract. The table below shows what the PRI service rates would be an agreed upon contract. Included in the table below are the quantities of each PRI rate element for the City and Charter Schools.

PRI Rate Elements (without contract)	Qty.	Per Unit Cost	Monthly Cost	Annual Cost
Access Line, - Each	6	\$110.00	\$660.00	\$7,920.00
Interface, - Each	6	\$2,438.00	\$14,628.00	\$175,536.00
B - Channel, - Each	138	\$10.00	\$1,380.00	\$16,560.00
Telephone Number for Flat Voice/Data	827	\$0.20	\$165.40	\$1,984.80
Total			\$16,833.40	\$202,000.80

6. The Technology Services Department worked with AT&T to extend the services and AT&T has agreed to enter into a new CSA Agreement, Case Number FL20-0905-01, effective for a one year period commencing on August 01, 2021, which was approved by the City Manager. The table below shows the new PRI service rates including quantities of each PRI rate element for the City and Charter Schools.

PRI Rate Elements (2021-2022)	Qty.	Per Unit Cost	Monthly Cost	Annual Cost
Access Line, - Each	6	\$110.00	\$660.00	\$7,920.00
Interface, - Each	6	\$255.00	\$1,530.00	\$18,360.00
B - Channel, - Each	138	\$10.00	\$1,380.00	\$16,560.00
Telephone Number for Flat Voice/Data	827	\$0.20	\$165.40	\$1,984.80
Total			\$3,735.40	\$44,824.80

7. Request City Commission to ratify the City Manager's approval for the emergency renewal of a one year Contract Service Arrangement (CSA) agreement, Case Number FL20-0905-01, between the City of Pembroke Pines and AT&T Florida for PRI or Primary Rate Interface Services, for an annual amount not to exceed \$44,824.80. Primary Rate Interface Services provide end to end digital telecommunication for voice lines for the City of Pembroke Pines facilities and Charter School campuses.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$44,824.80 annually (\$3,735.40/mo)

b) Amount budgeted for this item in Account No: Monthly invoices for PRI services are spread across multiple City departments as well as all Charter School campuses using the following account codes -

City Departments: billed against 541100 (Telephone)
Charter Schools: billed against 541370 (Communications)

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

d) 5 year projection of the operational cost of the project: This agreement is for a one year period commencing August 01, 2021. Therefore, projected operational costs will follow the City's and Charter School fiscal calendars. August 01, 2021 to September 30, 2021 for City department budgets and August 01, 2021 to June 30, 2022 for Charter School's budget.

e) Detail of additional staff requirements: Not Applicable.