



City of Pembroke Pines

**NINTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
CAMELOT COMMUNITY CARE, INC.**

**THIS AMENDMENT (“Ninth Amendment”)**, dated \_\_\_\_\_, is entered into by and between:

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

and

**CAMELOT COMMUNITY CARE, INC.**, a Not For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **15500 Roosevelt Boulevard, Suite #204, Clearwater, FL 33760** hereinafter referred to as “CONTRACTOR”. “CITY” and “CONTRACTOR” may hereinafter be referred to collectively as the “Parties” and individually as a “Party”.

**WHEREAS**, on **September 15, 2016**, the Parties entered into an Agreement (“Original Agreement”) for the provision of behavioral health services, for an initial **one (1) year** period, which expired on **June 30, 2017**; and,

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

**WHEREAS**, on **October 31, 2017**, the Parties executed the First Amendment to the Original Agreement, to renew the term for an additional **one (1) year** period, which expired on **June 30, 2018**; and,

**WHEREAS**, on **July 2, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **June 30, 2019**; and,

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

**WHEREAS**, on **August 19, 2020**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **June 30, 2021**; and,



City of Pembroke Pines

**WHEREAS**, on **February 17, 2021**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **June 30, 2022**; and,

**WHEREAS**, on **April 6, 2022**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, to decrease the scope of services and the total annual compensation from twenty-eight thousand, seven hundred fifty-four dollars and 00/100 cents (\$28,754.00) to twenty-seven thousand, eight hundred fifty dollars and 00/100 cents (\$27,850.00), and to renew the term for an additional **one (1) year** period, which expired on **June 30, 2023**; and,

**WHEREAS**, on **April 11, 2023**, the Parties executed the Seventh Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **June 30, 2024**; and,

**WHEREAS**, on **June 24, 2024**, the Parties executed the Eighth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expires on **June 30, 2025**; and,

**WHEREAS**, the Parties desire to renew the term of the Original Agreement, as amended, for an additional **one (1) year** period, which shall commence on **July 1, 2025**, and expire on **June 30, 2026**, as set forth in this Ninth Amendment.

**W I T N E S S E T H**

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

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

**SECTION 2.** The Original Agreement, as amended, is hereby renewed for an additional **one (1) year** period, which shall commence on **July 1, 2025**, and expire on **June 30, 2026**.

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

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



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

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

3.2.2 Is engaged in business operations in Syria.

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

4.1 **Definitions for this Section.**

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

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

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

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

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

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

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

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



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

**SECTION 5. Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Ninth Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

**SECTION 6. Human Trafficking.** Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Ninth Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

**SECTION 7. Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Ninth Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Ninth Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

**SECTION 8. Compliance with Foreign Entity Laws.** CONTRACTOR (“Entity”)



*City of Pembroke Pines*

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hereby attests under penalty of perjury the following:

- 8.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: Section 287.138(2)(a), Florida Statutes);
- 8.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: Section 287.138(2)(b), Florida Statutes);
- 8.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: Section 288.007(2), Florida Statutes);
- 8.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: Section 288.007(2), Florida Statutes);
- 8.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,
- 8.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

**SECTION 9.** In the event of any conflict or ambiguity by and between the terms and provisions of this Ninth Amendment, and the Original Agreement, as amended, the terms and provisions of this Ninth Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 10.** The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

**SECTION 11.** Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Ninth Amendment. The exhibits, if not physically attached, should be treated as part of this Ninth Amendment and are incorporated herein by reference.

**SECTION 12.** Each person signing this Ninth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Ninth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Ninth Amendment.

**SECTION 13.** This Ninth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Ninth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents



*City of Pembroke Pines*

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to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND AFFIDAVIT FOLLOW**



City of Pembroke Pines

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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

*[Handwritten signature]* 1/23/25

Print Name: SAMPUEL GOMEZ  
OFFICE OF THE CITY ATTORNEY

BY: \_\_\_\_\_

MAYOR ANGELO CASTILLO

ATTEST:

BY: \_\_\_\_\_

CHARLES F. DODGE, CITY MANAGER

\_\_\_\_\_

DEBRA E. ROGERS, CITY CLERK

**CONTRACTOR:**

CAMELOT COMMUNITY CARE, INC.

DocuSigned by:  
Signed By: Michael DiBrizzi \_\_\_\_\_

Printed Name: Michael DiBrizzi

Title: CEO



City of Pembroke Pines

**AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS**

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

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: January 28, 2025

ENTITY: Camelot Community Care, Inc.

SIGNED BY: <sup>DocuSigned by:</sup> Michael DiBrizzi \_\_\_\_\_  
0B48A0FCB4A9457...

NAME: Michael DiBrizzi

TITLE: CEO



*City of Pembroke Pines*

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**EIGHTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
CAMELOT COMMUNITY CARE, INC.**

**THIS AMENDMENT (“Eighth Amendment”)**, dated June 24, 2024, is entered into by and between:

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

and

**CAMELOT COMMUNITY CARE, INC.**, a Not For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **15500 Roosevelt Boulevard, Suite #204, Clearwater, FL 33760**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

**WHEREAS**, on **September 15, 2016**, the Parties entered into an Agreement (“Original Agreement”) for the provision of behavioral health services for certain students enrolled at the CITY’s Charter High School, for an initial **one (1) year** period, which expired on **June 30, 2017**; and,

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

**WHEREAS**, on **October 31, 2017**, the Parties entered into the First Amendment to the Original Agreement, to renew the term for an additional **one (1) year** period, which expired on **June 30, 2018**; and,

**WHEREAS**, on **July 2, 2018**, the Parties entered into the Second Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **June 30, 2019**; and,

**WHEREAS**, on **July 1, 2019**, the Parties entered into the Third Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **June 30, 2020**; and,

**WHEREAS**, on **August 19, 2020**, the Parties entered into the Fourth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **June 30, 2021**; and,



*City of Pembroke Pines*

**WHEREAS**, on **February 17, 2021**, the parties entered into the Fifth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **June 30, 2022**; and,

**WHEREAS**, on **April 6, 2022**, the parties executed the Sixth Amendment to the Original Agreement, as amended, to decrease the scope of services and the total annual compensation from twenty-eight thousand, seven hundred fifty-four dollars and 00/100 cents (\$28,754.00) to twenty-seven thousand, eight hundred fifty dollars and 00/100 cents (\$27,850.00) and to renew the term for an additional **one (1) year** period, which expired on **June 30, 2023**; and,

**WHEREAS**, on **April 11, 2023**, the parties entered into the Seventh Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expires on **June 30, 2024**; and,

**WHEREAS**, the Parties desire to renew the term of the Original Agreement, as amended, for an additional **one (1) year** period, which shall commence on **July 1, 2024**, and naturally expire on **June 30, 2025**, as set forth in this Eighth Amendment.

**W I T N E S S E T H**

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

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

**SECTION 2.** The Original Agreement, as amended, is hereby renewed for an additional **one (1) year** period, which shall commence on **July 1, 2024**, and naturally expire on **June 30, 2025**.

**SECTION 3. Scrutinized Companies.** CONTRACTOR, 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 Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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



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

3.2.2 Is engaged in business operations in Syria.

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

4.1 **Definitions for this Section.**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**SIGNATURE PAGE FOLLOWS**



City of Pembroke Pines

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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

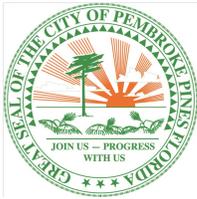
DocuSigned by:  
Jacob Horowitz  
A563A1DDEFD5417...

Print Name: Jacob Horowitz  
OFFICE OF THE CITY ATTORNEY

ATTEST:

DocuSigned by:  
Marlene D. Graham  
E858EEE04EEF4F3... June 24, 2024

MARLENE D. GRAHAM, CITY CLERK



DocuSigned by:  
Angelo Castillo  
E2D2D4AA8795454... June 24, 2024

MAYOR ANGELO CASTILLO

DocuSigned by:  
Charles F. Dodge  
47B966ECFDAD4AC... June 24, 2024

CHARLES F. DODGE, CITY MANAGER

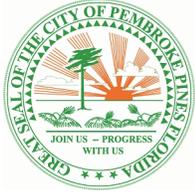
**CONTRACTOR:**

CAMELOT COMMUNITY CARE, INC.

DocuSigned by:  
Signed By: Michael DiBrizzi  
0B48A0FCB4A9457...

Printed Name: Michael DiBrizzi

Title: CEO



# 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 Request Form Continued (24-0594)

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**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
	<b>Action Text:</b> 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	

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**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

**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:**

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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.*

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) Camelot Community Care, Inc. - Behavioral Health Services - Renewal for Charter High School**

1. On September 15, 2016, the City entered into an Agreement with Camelot Community

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Care, Inc. for the provision of behavioral services on as needed basis to certain students enrolled at the Pembroke Pines Charter High School, for an initial one (1) year period, which expired on June 30, 2017.

2. Section 5.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. To date the Original Agreement has been renewed six (6) times, extending the term to June 30, 2024.

4. Furthermore, on April 6, 2022, the Parties executed the Sixth Amendment to decrease the scope of services and the total annual compensation from \$28,754.00 to \$27,850.00.

5. The City of Pembroke Pines Charter High School recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period, which shall commence on July 1, 2024, and naturally expire on June 30, 2025, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** \$27,850.00

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

172-569-5053-531310-6130-310-0000- Professional Svc - Tech Svc

**c) Source of funding for difference, if not fully budgeted:** N/A

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

	FY 2024-2025
Revenues	\$ .00
Expenditures	\$27,850.00
Net Cost	\$27,850.00

**e) Detail of additional staff requirements:** N/A

**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?** N/A

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

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

**Agenda Request Form Continued (24-0594)**

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**Department**

1. On December 20, 2022, the City entered into an Agreement with Ferguson Enterprises, LLC., utilizing the terms and pricing offered in Seminole County IFB-603727/LNF for the provision of utilities fitting and accessories, on an as needed basis which expired on July 15, 2023.
2. 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.
3. On July 6, 2023, the City Commission authorized to enter into the First Amendment to the Original Agreement, to increase the total compensation from \$200,000 to \$350,000, and to renew the term for an additional one (1) year period, which expires on July 15, 2024.
4. The Seminole County has renewed its Agreement with Ferguson Enterprises, LLC., for an additional one (1) year period, which will expire on July 15, 2025.
5. The Utilities Department recommends that the City Commission approve this Second Amendment to increase the total compensation to \$400,000 and to renew the term for an additional and final one (1) year period, which shall commence on July 16, 2024, and naturally expire on July 15, 2025, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** \$400,000.00

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

\$70,000.00 is available in Account no. 471-535-6021-546150-0000-000-0000- (R&M Land & Bldg)

\$30,000.00 is available in Account no. 471-533-6032-546150-0000-000-0000- (R&M Land & Bldg)

**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	\$100,000.00	\$300,000.00
Net Cost	\$100,000.00	\$300,000.00

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

**FEASIBILITY REVIEW:**

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

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

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

**(D) Granicus, LLC - Legistar Software Maintenance - Renewal for City Clerk**

1. On October 11th, 2016, the City entered into a Service Agreement with Granicus, Inc. for an initial three (3) year period, which expired on October 10th, 2019.
2. The City of Pembroke Pines City Clerk Department utilizes Granicus, Inc. to provide Legistar Software Maintenance and Closed Captioning Services.
3. Section 8.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. To date the Original Agreement has been amended three (3) times to include additional services and renewed for four (4) additional, one (1) year terms extending the term to September 30th, 2023.
5. On May 10th, 2023, the City executed the Eighth Amendment to approve assignment of the agreement to Granicus, LLC, following the acquisition and merger of Granicus, Inc. by Granicus, LLC.
6. On August 2, 2023, the City executed the Ninth Amendment to remove the VoteCast Tablet component of the services and to extend the term for an additional, one (1) year period which will expire on September 30, 2024.
7. The City Clerk's Office wishes to upgrade the Granicus encoder as Granicus cannot continue to support the existing one. Upgrading the Granicus encoder will also require some of our current subscription to expire to be replaced by a subscription of the new version of our existing subscriptions.

Our current subscription for Government Transparency Suite and Meeting Efficiency Suite will be replaced by GovMeetings Live Cast. Granicus Encoding Appliance Software (GT) will be replaced by Granicus Live Cast Encoding Software, and our subscription for Upgrade to SDI 720p Streaming will be replaced by Upgrade to 1080p Streaming.

The cost to renew our existing subscription is \$38,677.45, the cost of the one-time fees to upgrade the Granicus encoder is \$7,776, which includes a \$250 prorated fee for terminating existing subscriptions, and the cost for our new subscriptions is \$33,966.35 for a total annual cost of \$80,419.80.

8. The City Clerk Department recommends that the City Commission approve this Tenth Amendment to upgrade the encoder during the current subscription period, to terminate

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specific subscriptions and replace them with the new version of those subscriptions, and to extend the subscription term for an additional one (1) year period, which shall commence on October 1st, 2024, and naturally expire on September 30th, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Upgrade and Renewal Cost:** \$80,419.80 (\$7,776.00 upgrade cost; \$72,643.80 subscription cost)

**b) Amount budgeted for this item in Account No:** \$7,776.00 in Account 001-519-1001-534995-0000-000-0000 - Other Svc - IT; \$72,643.80 in Account 001-519-1001-552652-0000-000-0000 - Non-Capital Software & Licenses

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

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

	FY 2024	FY 2025
Revenues	\$0.00	\$0.00
Expenditures	\$7,776.00	\$72,643.80
Net Cost	\$7,776.00	\$72,643.80

**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) Instructure, Inc. - Canvas Learning Management Software - Renewal for Charter Schools**

1. On October 3, 2017, the City entered into an Agreement with Instructure, Inc. for the provision of Canvas Learning Management Software for the City's Charter Schools, for an initial four (4) year period, which expired on June 30, 2021.

2. On August 16, 2018, the City approved to add the additional services of the Canvas Cloud Subscription.

3. On June 16, 2021, the City entered into an Agreement renewing the term for an additional three (3) year period, which expires on June 30, 2024.

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4. The City's Charter Schools recommends the City Commission to approve this Agreement to renew the term for a three (3) year period, which shall commence on July 1, 2024, and naturally expire on July 31, 2027.

**FINANCIAL IMPACT DETAIL:**

a) **Renewal Cost:** \$118,720.79 (Renewal cost for the three (3) year term).

b) **Amount budgeted for this item in Account No:** \$39,055.30 will be budgeted in the 2024-2025 Proposed Charter School Budgets within the following Non-capitalized Software Accounts.

**Non-capital Software Accounts**

School Site	Account Coding	Amount
East Elementary (K-3)	170-569-5051-552652-5101-369-0000-00550	\$ 3,035.62
East Elementary (4-5)	170-569-5051-552652-5102-369-0000-00550	\$ 1,495.16
West Elementary (K-3)	170-569-5051-552652-5101-369-0000-00551	\$ 2,601.96
West Elementary (4-5)	170-569-5051-552652-5102-369-0000-00551	\$ 1,281.56
Central Elementary (K-3)	170-569-5051-552652-5101-369-0000-00552	\$ 2,601.96
Central Elementary (4-5)	170-569-5051-552652-5102-369-0000-00552	\$ 1,281.56
West Middle	171-569-5052-552652-5102-369-0000-00553	\$ 4,239.51
Central Middle	171-569-5052-552652-5102-369-0000-00554	\$ 4,401.33
Academic Village Middle	172-569-5053-552652-5102-369-0000-	\$ 1,941.77
Academic Village High	172-569-5053-552652-5103-369-0000-	\$ 11,650.57
FSU Elementary (K-3)	173-569-5061-552652-5101-369-0000-	\$ 3,031.28
FSU Elementary (4-5)	173-569-5061-552652-5102-369-0000-	\$ 1,493.02
	<b>Total</b>	<b>\$ 39,055.30</b>

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

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

	FY2024-25	FY2025-26	FY2026-27	Year 4	Year 5
Revenue	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$39,055.30	\$38,663.32	\$41,002.17	\$ .00	\$ .00
Net Cost	\$39,055.30	\$38,663.32	\$41,002.17	\$ .00	\$ .00

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

**FEASIBILITY REVIEW:**

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

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

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

**Agenda Request Form Continued (24-0594)**

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

1. On June 5, 2019, the City entered into an Agreement with Randy S. Katz, D.O., P.L. to employ an Interim Medical Director to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics on an as-needed basis for an initial one (1) month period, commencing on June 5, 2019. Randy S. Katz, D.O., P.L. only performs whenever the Medical Director is unable to provide the services to the City.
2. Section 3.1 of the Original Agreement allows for automatic month-to-month renewals unless the Agreement is terminated.
3. To date the City Commission has approved continuation of the Original Agreement up to September 30, 2024.
4. On April 11, 2023, the Parties executed the First Amendment to the Original Agreement, to increase the monthly fee from \$3,341.83 to \$3,475.51 and to approve the continuation of the Interim Medical Agreement on a month-to-month basis.
5. The Fire Department recommends that the City Commission approve the continuation of the Interim Medical Director agreement on a month-to-month basis up to September 30, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** \$41,706.12
- b) **Amount budgeted for this item in Account No:**  
001-529-4003-531509-0000-000-0000- Professional Svc - Other Rescue
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1-year projection of the operational cost of the project** Not Applicable

	FY-2024-2025
Revenues	\$ .00
Expenditures	\$41,706.12
Net Cost	\$41,706.12

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

**FEASIBILITY REVIEW:**

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

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

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**Conducted for this service?** Not Applicable

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

**(G) S. Katz, Inc. - Medical Director - Renewal for Fire Department**

1. On June 5, 2019, the City entered into an Agreement with S Katz, Inc. to employ a Medical Director to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics, for an initial one (1) year period, which expired on June 4, 2020.

2. Section 3.1 of the Original Agreement authorizes renewal of the Original Agreement for five (5), additional, one (1) year renewal terms upon mutual consent of the parties.

3. On April 15, 2020, the parties executed the First Amendment to the Original Agreement to renew the term for an additional one (1) year period, which expired on June 4, 2021.

4. On March 17, 2021, the parties executed the Second Amendment to the Original Agreement to renew the term for an additional one (1) year period, which expired on June 4, 2022.

5. On March 2, 2022, the parties executed the Third Amendment to the Original Agreement to renew the term for an additional one (1) year period, which expired on June 4, 2023.

6. On April 11, 2023, the parties executed the Fourth Amendment to the Original Agreement to increase the annual compensation from forty thousand, one hundred two dollars and 00/100 cents (\$40,102.00) to forty-one thousand, seven hundred six dollars and 08/100 cents (\$41,706.08) and to renew the term for a sixteen (16) month period, which will expire on September 30, 2024.

7. The Fire Department recommends that the City Commission approve this Fifth Amendment to renew the term for an additional and final one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** \$41,706.08

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

001-529-4003-531509-0000-000-0000- Professional Svc - Other Rescue

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

**d) 1-year projection of the operational cost of the project** Not Applicable

	FY-2024-2025
Revenues	\$ .00
Expenditures	\$41,706.08
Net Cost	\$41,706.08

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) School Board of Washington Count - Panhandle Area Educational Consortium (PAEC) - Renewal for FSU Charter School**

1. On June 15, 2023, the City entered into an Agreement with The School Board of Washington County, Florida, Panhandle Area Education Consortium (“PAEC”) for an initial one (1) year period, commencing July 1, 2023, and expiring June 30, 2024.

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

3. Section VI of the Original Agreement authorizes the renewal of the Original Agreement for an additional one (1) year renewal term. Dean Damon Andrew from the Florida State University District has signed the contract to renew the professional development plan for the teachers of the Pembroke Pines-Florida State University Charter Elementary School. In addition, the dues for these services will be paid by Florida State University.

4. The Charter School FSU Campus recommends that the City Commission approve this renewal Agreement for the term commencing on July 1, 2024, and expiring on June 30, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

a) **Renewal Cost:** There is no cost to the City of Pembroke Pines. The FSU District pays for these services.

b) **Amount budgeted for this item in Account No:** Not Applicable

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

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

e) **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

**(I) Vigilant Solutions, Inc. - ESA - License Plate Reader - Renewal for Police Department**

1. On November 16, 2015, the City entered into an Enterprise Service Agreement with Vigilant Solutions for an initial one (1) year period, which commenced on January 16, 2016 (60 days from the effective date), and expired on January 16, 2017.

2. The City of Pembroke Pines Police Department utilizes Vigilant Solutions to provide software licenses for their license plate reader database, systems, and associated cameras. The Original Agreement included the Intelligence-Led Policing Package up to November 2021 at which time the Police Department switched to the Basic LPR Service Package with the Investigative Data Platform (IDP).

3. Section III.A of the Original Agreement authorizes the extension of the Original Agreement for additional, one (1) year Service Periods.

4. The Original Agreement was extended six (6) Service Periods, extending the term to January 14, 2022.

5. On November 3, 2021, the parties entered into the Seventh Amendment to switch to Basic Service, and enter into the IDP agreement, to renew for a seventh term and align the Service Period with the City's fiscal year, extending the term to September 30, 2023.

6. On September 11, 2023, and October 3, 2023, the parties signed the Eighth Amendment and the Amended and Restated Eighth Amendment, respectively, renewing the Service Periods, clarifying the annual amounts, and extending the term to September 30, 2024.

7. The Police Department recommends that the City Commission approve this Ninth Amendment for the one (1) year renewal term commencing on October 1, 2024, and expiring on September 30, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

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- a) **Renewal Cost: \$57,714.30**
- b) **Amount budgeted for this item in Account No:** \$37,000.00 in account #001-521-3001-534990-0000-000-0000-: Other Svc; and \$21,840.00 in account # 001-521-3001-546800-0000-000-0000-: Maintenance Contracts.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1-year projection of the operational cost of the project:**

	FY 2024-25
Revenues	\$0.00
Expenditures	\$57,714.30
Net Cost	\$57,714.30

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

**FEASIBILITY REVIEW:**

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

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

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

1. On February 2, 2022, the City entered into an Agreement with Clean Harbors Environmental Services, Inc. for an eight (8) month period, expiring October 23, 2022.
2. Clean Harbors Environmental Services, Inc. provides household hazardous waste collection and disposal services for the city's residents.
3. The Original Agreement provided for one (1) additional two (2) year renewal term should the City of Coconut Creek renew the term of their agreement. The City of Coconut Creek and the Contractor subsequently revised the renewal terms to two (2), one (1) year renewal terms.
4. On October 27, 2022, and November 7, 2023, the parties entered into the First Amendment and Second Amendment, respectively, extending the term of the Agreement for one (1) year each, up to October 23, 2024.
5. The Agreement does not provide for any further renewal terms and the Southeast Florida Cooperative is working on procuring a new contract, which the City will explore and will present to City Commission for recommendation.

**Agenda Request Form Continued (24-0594)**

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City of Pembroke Pines

**SEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
CAMELOT COMMUNITY CARE, INC.**

**THIS AMENDMENT ("Seventh Amendment")**, dated April 11, 2023, is entered into by and between:

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

and

**CAMELOT COMMUNITY CARE, INC.**, a Not For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **4910-D Creekside Drive, Clearwater, FL 33760**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

**WHEREAS**, on **September 15, 2016**, the Parties entered into an Agreement ("Original Agreement") for the provision of behavioral health services for certain students enrolled at the CITY's Charter High School, for an initial **one (1) year** period, which expired on **June 30, 2017**; and,

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

**WHEREAS**, on **October 31, 2017**, the Parties entered into the First Amendment to the Original Agreement, to renew the term for an additional **one (1) year** period, which expired on **June 30, 2018**; and,

**WHEREAS**, on **July 2, 2018**, the Parties entered into the Second Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **June 30, 2019**; and,

**WHEREAS**, on **July 1, 2019**, the Parties entered into the Third Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **June 30, 2020**; and,

**WHEREAS**, on **August 19, 2020**, the Parties entered into the Fourth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expires on **June 30, 2021**; and,



City of Pembroke Pines

**WHEREAS**, on **February 17, 2021**, the parties entered into the Fifth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **June 30, 2022**; and,

**WHEREAS**, on **April 6, 2022**, the parties executed the Sixth Amendment to the Original Agreement, as amended, to decrease the scope of services and the total annual compensation from twenty-eight thousand, seven hundred fifty-four dollars and 00/100 cents (\$28,754.00) to twenty-seven thousand, eight hundred fifty dollars and 00/100 cents (\$27,850.00) and to renew the term for an additional **one (1) year** period, which expires on **June 30, 2023**; and,

**WHEREAS**, the Parties desire to renew the term of the Original Agreement, as amended, for an additional **one (1) year** period, which shall commence on **July 1, 2023** and naturally expire on **June 30, 2024**, as set forth in this Seventh Amendment.

### W I T N E S S E T H

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

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

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

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

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

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

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



3.2.2 Is engaged in business operations in Syria.

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

**4.1 Definitions for this Section.**

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

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

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

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

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

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

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

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



*City of Pembroke Pines*

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under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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

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

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

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

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

**SIGNATURE PAGE FOLLOWS**



City of Pembroke Pines

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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

**ATTEST:**

DocuSigned by:

Marlene D. Graham April 11, 2023

E858FEE04FEE4E3  
MARLENE D. GRAHAM, CITY CLERK

BY:

FRANK C. ORTIS, MAYOR

DocuSigned by:

Charles F. Dodge April 10, 2023

47B966ECFDAD4AC...  
CHARLES F. DODGE, CITY MANAGER

**APPROVED AS TO FORM:**

*Samuel S. Fisher, 3/8/23*

Print Name: *Samuel S. Fisher*  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

CAMELOT COMMUNITY CARE, INC.

Signed By:

Printed Name:

*Michael DiBenedetto*

Title:

*Pres/ceo*



# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 19.**

**File ID:** 23-0048

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 01/23/2023

**Short Title:** Contracts Database Report - April 4th, 2023

**Final Action:** 04/04/2023

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

(A) Facility Contract Services LLC - Professional Employment Services - Renewal

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

(C) Stryker Sales, LLC. - PowerLoad System - Renewal

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

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

**ITEM (F) 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:**

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

[Reviewed by Commission Auditor.](#)

**\*Agenda Date:** 04/04/2023

**Agenda Number:** 19.

**Internal Notes:**

**Attachments:** 1. Contracts Database Report - April 4, 2023, 2. A. Facility Contract Services, LLC - 2018 Agreement (all backup), 3. B. Camelot Community Care-Behavioral Health (all Backup), 4. C. Stryker-Power Load (all backup), 5. D. S Katz, Inc. - Medical Director Services Agreement (all backup), 6. E. Randy Katz - Interim Medical Director (all backup), 7. F. ESO - Record Management Software Agreement (all backup)

**Agenda Request Form Continued (23-0048)**

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1 City Commission 04/04/2023 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

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

- (A) Facility Contract Services LLC - Professional Employment Services - Renewal
- (B) Camelot Community Care, Inc. - Behavioral Health Services - Renewal
- (C) Stryker Sales, LLC. - PowerLoad System - Renewal
- (D) S. Katz, Inc. - Medical Director - Renewal
- (E) Randy S. Katz, D.O., P.L. - Interim Medical Director - Renewal

**ITEM (F) 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:**

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

[Reviewed by Commission Auditor.](#)

**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) Facility Contract Services LLC - Professional Employment Services - Renewal**

1. On June 21, 2000, the City entered into an agreement with The Haskell Company

Agenda Request Form Continued (23-0048)

("Haskell") for the provision of professional employment services after receiving qualifications and proposals from various providers and determining that Haskell was the most capable, responsive and responsible business to provide the aforementioned services.

2. The initial term of the agreement between Haskell and the City was for a one (1) year period. The agreement allowed for automatic renewals at the expiration of the initial term and annually thereafter unless notice of intent not to renew was provided.

3. Haskell provided notice to the City of its intent to terminate the agreement and on November 12, 2008, Haskell assigned the agreement to Facility Contract Services, LLC. ("FCS") commencing on January 1, 2009, which was approved by City Commission under Resolution No. 3211 on December 3, 2008.

4. On June 20, 2018, the City Commission approved a motion to remove the advertisement of AD-18-05 "Professional Employment Services" and to renegotiate a contract with the current service provider, FCS.

5. On September 17, 2018, the City Commission approved the renegotiated agreement for an initial five (5) year term which commenced on October 1, 2018 and shall expire on September 30, 2023, in the best interest of the City pursuant to section 35.18(c)(8) of the procurement code.

6. Section 12.1 of the renegotiated agreement authorizes the renewal for two (2) independent, five (5) year renewal terms, upon mutual agreement of the parties.

7. The current burden rate of 20% is being reduced effective October 1st, 2023 as follows upon approval of the First Amendment by the City Commission.

Gross Payroll (Annualized)	Applicable Burden Rate
\$12,000,000.00 and Above	(19%)
\$10,000,000.00 to \$12,000,000.00	(19.5%)
Less than \$10,000,000.00	(20%)

8. City Administration recommends that the City Commission approve this First Amendment for the first, five (5) year renewal term commencing on October 1st, 2023 and expiring on September 30th, 2028, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** Estimated cost of \$24,148,578 is the proposed budget for FY2023-24, which includes the estimated annual savings of approximately \$173,000 in administrative burden rate reduction from 20% to 19%.

**b) Amount budgeted for this item in Account No:** Funds will be budgeted in the 2023-24 Proposed Budget under various divisions under object code #534989 (Other Svc - FCS).

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

**d) 5 year projection of the operational cost of the project:** Estimated cost with 4%

**Agenda Request Form Continued (23-0048)**

increase in year 2025-2027 & 3% in FY2028.

	FY2024	FY2025	FY2026	FY2027	FY2028
Revenues	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$24,148,578.00	\$25,114,521.00	\$26,119,102.00	\$27,163,866.00	\$27,978,782.00
Net Cost	\$24,148,578.00	\$25,114,521.00	\$26,119,102.00	\$27,163,866.00	\$27,978,782.00

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

**FEASIBILITY REVIEW:**

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

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Yes

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Total Savings of \$5,749,953

**Based on FCS Employee Budgets  
for FY2024 as of 03/21/2023**

	City	Schools	Total
Savings between FCS cost vs. In-House Cost	\$4,631,496	\$1,118,457	\$5,749,953

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

1. On September 15, 2016, the City entered into an Agreement with Camelot Community Care, Inc. for an initial one (1) year period, which expired on June 30, 2017.
2. Camelot Community Care, Inc. provides the City's Charter Schools with behavioral health services on as needed basis to certain students enrolled at the Pembroke Pines Charter High School.
3. Section 5.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
4. To date the Original Agreement has been renewed six (6) times, extending the term to June 30, 2023.
5. Furthermore, on April 6, 2022, the Parties executed the Sixth Amendment to decrease the scope of services and the total annual compensation from \$28,754.00 to \$27,850.00.
6. The City of Pembroke Pines Charter High School is satisfied with the performance and execution of the Original Agreement, as amended and recommends that the City Commission approve this Seventh Amendment to renew the term for an additional one (1)

**Agenda Request Form Continued (23-0048)**

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year period, which shall commence on July 1, 2023 and naturally expire on June 30, 2024, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$27,850.00  
 b) **Amount budgeted for this item in Account No:**  
 172-569-5053-531310-6130-310-0000- Professional Svc - Tech Svc  
 c) **Source of funding for difference, if not fully budgeted:** N/A  
 d) **1 year projection of the operational cost of the project:**

	FY 2023-2024
Revenues	\$ .00
Expenditures	\$27,850.00
Net Cost	\$27,850.00

- e) **Detail of additional staff requirements:** N/A

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

**(C) Stryker Sales, LLC. - PowerLoad System - Renewal**

- On April 7, 2021, the City entered into an Agreement with Stryker Sales, LLC. for an initial one (1) year period which naturally expired on April 14, 2022.
- Stryker Sales, LLC provides a comprehensive maintenance plan for the City's Stryker stretchers and PowerLoad System.
- The Original Agreement allows for additional one (1) year term renewals upon mutual consent, evidenced by a written Amendment.
- On April 14, 2022, the City Commission approved the First Amendment to the Original Agreement to increase the annual compensation to \$26,096.00 and to extend the term for a one (1) year period which will naturally expire on April 14, 2023.
- The Fire Department recommends that the City Commission approve this Second Amendment to increase the compensation to \$43,563.33 and to extend and align the term with the City's fiscal year which shall commence on April 15, 2023 and shall expire on

Agenda Request Form Continued (23-0048)

September 30, 2024.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$43,563.33 (1 year and 5.5 months)  
 b) **Amount budgeted for this item in Account No:** 001-529-4003-546800-0000-000-0000  
 (Maintenance Contract)  
 c) **Source of funding for difference, if not fully budgeted:** Not Applicable.  
 d) **5 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$13,691.33	\$29,872.00	\$ .00	\$ .00	\$ .00
Net Cost	\$13,691.33	\$29,872.00	\$ .00	\$ .00	\$ .00

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

**FEASIBILITY REVIEW:**

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

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

**(D) S. Katz, Inc. - Medical Director - Renewal**

- On June 5th, 2019, the City entered into a Medical Director Agreement with S Katz, Inc. for an initial one (1) year period, which expired on June 4th, 2020.
- The City of Pembroke Pines Fire Department contracts S. Katz, Inc. as a Medical Director to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics.
- Section 3.1 of the Original Agreement authorizes renewal of the Original Agreement for five (5), additional, one (1) year renewal terms upon mutual consent of the parties.
- On April 15, 2020, the parties executed the First Amendment to the Original Agreement to renew the term for one (1) year, which expired on June 4th, 2021.
- On March 17th, 2021, the parties executed the Second Amendment to the Original Agreement to renew the term for one (1) year, which expired on June 4th, 2022.
- On March 2nd, 2022, the parties executed the Third Amendment to the Original Agreement to renew the term for one (1) year, which shall expire on June 4th, 2023.

**Agenda Request Form Continued (23-0048)**

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7. The Fire Department recommends that the City Commission approve this Fourth Amendment to increase the annual compensation from \$40,102.00 to \$41,706.08 and to renew the term of the Agreement and align it with the City's fiscal year for a period which shall commence on June 5th, 2023 and shall expire on September 30th, 2024, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$55,608.11 (1 year and 4 months)
- b) **Amount budgeted for this item in Account No:**  
001-529-4003-531509-0000-000-0000- Professional Svc - OtherRescue
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **16-month projection of the operational cost of the project** Not Applicable

	Current FY	FY 2023-24
Revenues	\$ .00	\$ .00
Expenditures	\$13,902.03	\$41,706.08
Net Cost	\$13,902.03	\$41,706.08

- 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

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

- On June 5th, 2019, the City entered into an Agreement with Randy S. Katz, D.O., P.L. for an initial one (1) month period, commencing on June 5th, 2019.
- The City of Pembroke Pines Fire Department contracts Randy S. Katz, D.O., P.L. as an Interim Medical Director to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics on an as-needed basis.
- Section 3.1 of the Original Agreement allows for automatic month-to-month renewals unless the Agreement is terminated.
- To date the City Commission has approved continuation of the Original Agreement up to June 4th, 2023.
- The Fire Department recommends that the City Commission approve this First

**Agenda Request Form Continued (23-0048)**

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Amendment to increase the monthly fee from \$3,341.83 to \$3,475.51 and to approve the continuation of the Interim Medical Director agreement on a month-to-month basis, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$55,608.11 (1 year and 4 months)
- b) **Amount budgeted for this item in Account No:**  
001-529-4003-531509-0000-000-0000- Professional Svc - OtherRescue
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **16-month projection of the operational cost of the project** Not Applicable

	Current FY	FY 2023-24
Revenues	\$ .00	\$ .00
Expenditures	\$13,902.03	\$41,706.08
Net Cost	\$13,902.03	\$41,706.08

- 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

**(F) ESO Solutions, Inc. - Record Management Software - Non-Renewal**

- On August 22nd, 2017, the City entered into a Record Management Software Agreement with ESO Solutions, Inc for an initial one (1) year period, which expired on August 21st, 2018.
- The City of Pembroke Pines Fire Department utilizes ESO Solutions, Inc. to provide Health Records Management Software.
- Section 3.2 of the Original Agreement authorized the Agreement to be extended for five (5) additional one (1) year periods upon mutual consent, evidenced by a written Amendment.
- On September 4th, 2018, the Parties executed the First Amendment to provide for recognition of the corporate name change of CONTRACTOR from Conduent Government Systems, LLC to ESO Solutions, Inc., to amend Article II of the Original Agreement entitled Services and Responsibilities, to include an additional Software as a Service ("SaaS") Agreement, and to extend the term for the first, one (1) year renewal which expired on August 21st, 2019.

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5. On August 14th, 2019, the Parties executed the Second Amendment to renew the term thereof for the second, one (1) year renewal which expired on August 21st, 2020.
6. On June 25th, 2020, the Parties executed the Third Amendment to renew the term thereof for the third, one (1) year renewal which expired on August 21st, 2021.
7. On February 3rd, 2021, the Parties executed the Fourth Amendment, to co-term all the software subscriptions and extend the third renewal term to coincide with the City's fiscal year, which expired on September 30th, 2021.
8. On June 16th, 2021, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to renew the term thereof for the fourth, one (1) year renewal which will expired on September 30th, 2022.
9. On June 27th, 2022, the Parties executed the Sixth Amendment to renew the term for all subscriptions with the exception of Firehouse, for the fifth and final, one (1) year renewal period which will expire on September 30, 2023.
10. The Agreement does not provide for any further renewal terms, and the Fire Department has begun a new procurement process to secure these services.



## DESCRIPTIONS (Continued from Page 1)

**Liability, Auto Liability, and Excess/Umbrella Liability, subject to the terms, conditions and exclusions of the policies. Additional insured with respect to General Liability includes ongoing and completed operations.**

**When required by written contract, waiver of subrogation applies in favor of Certificate Holder with respect to General Liability and Auto Liability, subject to the terms, conditions and exclusions of the policy.**



*City of Pembroke Pines*

**SIXTH AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
CAMELOT COMMUNITY CARE, INC.**

**THIS AMENDMENT ("Sixth Amendment"), dated this 6th day of April, 2022, is entered into by and between:**

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

**and**

**CAMELOT COMMUNITY CARE, INC., a Not For Profit Corporation as listed with the Florida Division of Corporations, with a business address of 4910-D Creekside Dr., Clearwater, FL 33760, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".**

**WHEREAS, on September 15<sup>th</sup>, 2016, the Parties entered into the Agreement for Professional Services ("Original Agreement") for the provision of behavioral services for certain students enrolled at the CITY's Charter High School for an initial one (1) year period, which expired on June 30<sup>th</sup>, 2017; and,**

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

**WHEREAS, on October 31<sup>st</sup>, 2017, the Parties executed the First Amendment to the Original Agreement to revise and supplement the terms contained therein and renew the term for an additional one (1) year period, which expired on June 30<sup>th</sup>, 2018; and,**

**WHEREAS, on July 2<sup>nd</sup>, 2018, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the term thereof for an additional one (1) year period, which expired on June 30<sup>th</sup>, 2019; and,**

**WHEREAS, on July 1<sup>st</sup>, 2019, the Parties executed the Third Amendment to the Original Agreement, as amended, to revise the terms contained therein and renew the term for an additional one (1) year period, which expired on June 30<sup>th</sup>, 2020; and,**

**WHEREAS, on August 19<sup>th</sup>, 2020, the Parties executed the Fourth Amendment to the**



*City of Pembroke Pines*

Original Agreement, as amended, to revise the terms contained therein and renew the term for an additional **one (1) year** period, which expired on **June 30<sup>th</sup>, 2021**; and,

**WHEREAS**, on **February 17<sup>th</sup>, 2021**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to revise the terms contained therein and renew the term for an additional **one (1) year** period, which expires on **June 30<sup>th</sup>, 2022**; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to decrease the scope of services and the total annual compensation as set forth herein; and,

**WHEREAS**, the Parties further desire to renew the term of the Original Agreement, as amended, for an additional **one (1) year** period which shall commence on **July 1<sup>st</sup>, 2022** and naturally expire on **June 30<sup>th</sup>, 2023** as set forth in this Sixth Amendment.

**WITNESSETH**

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

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

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

**SECTION 3.** The Original Agreement, as amended, is hereby renewed for a **one (1) year** period which shall commence on **July 1<sup>st</sup>, 2022** and naturally expire on **June 30<sup>th</sup>, 2023**.

**SECTION 4.** ~~Exhibit "A"~~, entitled "~~Services to be Provided~~", attached to the Original Agreement, as amended, is hereby repealed and replaced with **Exhibit "A-6"**, entitled "**Services to be Provided**", attached to this Sixth Amendment and incorporated into the Original Agreement, as amended, by this reference.

**SECTION 5.** Section 6.1 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

**"6.1. CITY's sole compensation to CONTRACTOR for the provision of Services hereunder shall be on an as needed basis in accordance with the terms, conditions and provisions set forth in ~~Exhibit "A"~~ Exhibit "A-6" attached hereto and made a specific part hereof. The total annual compensation under this Agreement shall NOT EXCEED ~~TWENTY EIGHT THOUSAND, SEVEN HUNDRED AND~~**



**FIFTY FOUR DOLLARS. ~~(\$28,754)~~ TWENTY SEVEN THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND 00/100 CENTS (\$27,850.00)."**

**SECTION 6. Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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 Section 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 Section 215.473, Florida Statutes; or

6.2.2 Is engaged in business operations in Syria.

**SECTION 7. Employment Eligibility.** CONTRACTOR 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.

**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 Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-



## City of Pembroke Pines

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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

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

**SECTION 8.** In the event of any conflict or ambiguity by and between the terms and provisions of this Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Sixth Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 9.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment the Third Amendment, the Fourth Amendment and the Fifth Amendment, shall remain in full force and effect, except as specifically modified herein.

**SECTION 10.** Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Sixth Amendment. The exhibits, if not physically attached, should be treated as part of this Sixth Amendment and are incorporated herein by reference.

**SECTION 11.** Each person signing this Sixth Amendment on behalf of either Party



City of Pembroke Pines

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

SECTION 12. This Sixth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Sixth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

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 April 14, 2022  
E858EEE04EEF4F3...  
MARLENE D. GRAHAM, CITY CLERK

BY: [Signature]  
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:  
DocuSigned by:  
Danielle Schwabe  
013E807C191D4FF...  
Print Name: Danielle Schwabe  
OFFICE OF THE CITY ATTORNEY

DocuSigned by:  
BY: Charles F. Dodge April 14, 2022  
47B966ECFDAD4AC...  
CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

CAMELOT COMMUNITY CARE, INC.

Signed By: [Signature]  
Name: Michael D. Brizzi  
Title: Pres/CEO

# Exhibit A-6

## SERVICES TO BE PROVIDED

Camelot will provide behavioral health services to children enrolled at Pembroke Pines Charter School. The following services will be provided

Assessment: For each student, services provided as Assessment activities shall include face to face or virtual diagnostic and assessment activity with the client (and legal guardian(s) when available) billable at \$85 per hour and reimbursable for each full 15 minute increment beyond the first hour at the rate of ¼ of the unit rate. The Assessment is designed to evaluate the client’s therapeutic needs and begin the therapy process.

- 1. Unit type.....Per hour
- 2. Unit cost.....\$85.00

Individual Counseling: Services provided as counseling activities shall include face to face or virtual (if allowable by the school) therapeutic activity with the client billable at \$75 per hour and reimbursable for each full 15 minute increment beyond the first hour at the rate of ¼ of the unit rate.

- 1. Unit type.....Per hour
- 2. Unit cost.....\$75.00

Consultation: Services provided as consultation activities shall include Counselor’s participation in staffing, meetings and discussions with the client’s family members or school personnel billable at a hourly rate of \$75 per hour and reimbursable in full 15 minute increment at the rate of ¼ of the unit rate.

- 1. Unit type.....Per hour
- 2. Unit cost.....\$75.00



# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 13.**

**File ID:** 22-0133

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 02/22/2022

**Short Title:** Contracts Database Report - April 6, 2022

**Final Action:** 04/06/2022

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

(A) A Love for Language, Inc. - Speech & Language Pathology Services - Renewal

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

(C) Fox-Mar Photography, Inc. - Photography Services - Charter Schools Renewal

(D) Stryker Sales, LLC. - PowerLoad System - Renewal

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

**\*Agenda Date:** 04/06/2022

**Agenda Number:** 13.

**Internal Notes:**

**Attachments:** 1. Contracts Database Report - April 6, 2022, 2. A. A Love For Language - Speech & Language Pathology Agreement (AB), 3. B. Camelot Community Care-Behavioral Health (All Backup), 4. C. Fox-Mar - School Pictures Agreement - Fully Executed Agreement (ALL BACKUP), 5. D. Stryker Sales, LLC - Power Load (AB), 6. E. Choices for Life, Inc. - Commercial Lease Agreement (All Backup)

1 City Commission 04/06/2022 approve

Pass

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

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

Nay: - 0

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

***Agenda Request Form Continued (22-0133)***

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(A) A Love for Language, Inc. - Speech & Language Pathology Services - Renewal

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

(C) Fox-Mar Photography, Inc. - Photography Services - Charter Schools Renewal

(D) Stryker Sales, LLC. - PowerLoad System - Renewal

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

**SUMMARY EXPLANATION AND BACKGROUND:**

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

**(A) A Love for Language, Inc. - Speech & Language Pathology Services - Renewal**

1. On August 19th, 2020, the City entered into an Agreement with A Love for Language, Inc. for an initial one (1) year period, which expired on June 30th, 2021.
2. The City of Pembroke Pines Academic Village Charter School utilizes A Love for Language, Inc. to provide speech pathology services for its students, a service required by the School Board of Broward County.
3. Section 3.1 of the Original Agreement, as amended, allows for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
4. To date the Original Agreement has had two (2) amendments including one (1) additional one (1) year renewal which extended the term of the Original Agreement, as amended, to June 30th, 2022.
5. The City's Academic Village Charter School is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Third Amendment to increase the total annual amount by \$9,600.00 to cover an increase of

Agenda Request Form Continued (22-0133)

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four (4) hours per week and to renew the term for the final one (1) year period which shall commence on July 1st, 2022 and naturally expire on June 30th, 2023, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$63,600  
 b) **Amount budgeted for this item in Account No:** Professional & Tech Services  
 172-569-5053-531310-6130-310-0000-  
 c) **Source of funding for difference, if not fully budgeted:** Not Applicable  
 d) **1 year projection of the operational cost of the project:**

	School FY2022-2023
Revenues	\$ .00
Expenditures	\$63,600.00
Net Cost	\$63,600.00

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

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

1. On September 15th, 2016, the City entered into an Agreement with Camelot Community Care, Inc. for an initial one (1) year period, which expired on June 30th, 2017.
2. The City of Pembroke Pines Charter Schools utilizes Camelot Community Care, Inc. to provide behavioral health services on as needed basis to certain students enrolled at the Pembroke Pines Charter High School.
3. Section 5.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
4. To date the Original Agreement has had five (5) amendments, including five (5) additional one (1) year terms which extended the term to June 30th, 2022.
5. The City of Pembroke Pines Academic Village High School is satisfied with the performance and execution of the Original Agreement, as amended and recommends that the City Commission approve this Sixth Amendment to decrease the scope of services and the total annual amount from \$28,754.00 to \$27,850.00 and to renew the term for an additional one (1) year period which shall commence on July 1st, 2022 and naturally expire on June 30th, 2023, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$27,850.00  
 b) **Amount budgeted for this item in Account No:**

**Agenda Request Form Continued (22-0133)**

Professional Svs-Tech Svs: 172-569-5053-531310-6130-310-0000

**c) Source of funding for difference, if not fully budgeted:** N/A**d) 1 year projection of the operational cost of the project:**

	FY2022-2023
Revenues	\$ .00
Expenditures	\$27,850.00
Net Cost	\$27,850.00

**e) Detail of additional staff requirements:** N/A**(C) Fox-Mar Photography, Inc. - Photography Services - Charter Schools Renewal**

1. On September 18th, 2019, the City entered into an Agreement with Fox-Mar Photography, Inc. for an initial three (3) year period, which expires July 31st, 2022.
2. Fox-Mar Photography, Inc. provides photography services to the City's Charter Schools.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for three (3) additional three (3) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
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 a three (3) year renewal term which shall commence August 1st, 2022 and naturally expire July 31st, 2025, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:****a) Renewal Cost:** Not applicable.**b) Amount budgeted for this item in Account No:** All proceeds from the sales commissions will be deposited in the following Charter School accounts:

Site	Deposit Account #
East Elementary	170-000-0000-220530-2220-000-0000-00550 (Field Trip)
East Elementary	170-000-0000-220525-2220-000-0000-00550 (Sunshine / Teacher)
East Elementary	170-000-0000-220590-2220-000-0000-00550 (Misc. Charter)
East Elementary	170-000-0000-220618-2220-000-0000-00550 (5th grade account)
West Elementary	170-000-0000-220590-2220-000-0000-00551 (Misc. Charter)
West Middle	171-000-0000-220590-2220-000-0000-00553 (Misc. Charter)
Central Elementary	170-000-0000-220590-2220-000-0000-00552 (Misc. Charter)
Central Middle	171-000-0000-220590-2220-000-0000-00554 (Misc. Charter)
Academic Village	172-000-0000-220545-2220-000-0000 (Yearbook)
FSU Elementary	173-000-0000-220590-2220-000-0000 (Misc. Charter)

**c) Source of funding for difference, if not fully budgeted:** Not applicable.**d) 5 year projection of the operational cost of the project:** Not applicable.**e) Detail of additional staff requirements:** None

Agenda Request Form Continued (22-0133)

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**(D) Stryker Sales, LLC. - PowerLoad System - Renewal**

1. On April 7th, 2021, the City entered into an Agreement with Stryker Sales, LLC., for an initial one (1) year period which expires on April 14th, 2022.
2. Stryker Sales, LLC provides a comprehensive maintenance plan for the City's Stryker stretchers and PowerLoad System.
3. The Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
4. The Fire Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment as the price has increased above the \$25,000 threshold and to extend the term for a one (1) year term which shall commence on April 15th, 2022 and will expire April 14th, 2023 as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$26,096.00
- b) **Amount budgeted for this item in Account No:**  
[001-529-4003-546800-0000-000-0000 (Maintenance & Contracts)]
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable"
- d) **1 year projection of the operational cost of the project** "Not Applicable"

	Current FY
Revenues	\$ .00
Expenditures	\$26,096.00
Net Cost	\$26,096.00

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

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

1. On October 15th, 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 1st, 2021.
2. Choices for Life, Inc. leases the premises located at 6700 NW 13 St., Pembroke Pines, FL 33025.
3. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year terms upon mutual consent, evidenced by a written Amendment.
4. On August 4th, 2021, The City Commission approved the First Amendment to the Original

**Agenda Request Form Continued (22-0133)**

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Agreement to extend the Commercial Lease Agreement for a one (1) year period which will naturally expire on November 1st, 2022.

5. The Public Services Department is satisfied with the performance and execution of the Original Commercial Lease Agreement, as amended, and recommends that the City Commission approve this Second Amendment to extend the term for a one (1) year period which will commence on November 2nd, 2022 and naturally expire on November 1st, 2023, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Annual 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) **1 year projection of the operational revenue of the project:** Not Applicable

	FY 2022-23	FY 2023-24
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



## DESCRIPTIONS (Continued from Page 1)

**Liability, Auto Liability, and Excess/Umbrella Liability, subject to the terms, conditions and exclusions of the policies. Additional insured with respect to General Liability includes ongoing and completed operations.**

**When required by written contract, waiver of subrogation applies in favor of Certificate Holder with respect to General Liability and Auto Liability, subject to the terms, conditions and exclusions of the policy.**

**FIFTH AMENDMENT TO PROFESSIONAL  
SERVICES AGREEMENT BETWEEN THE CITY  
OF PEMBROKE PINES AND  
CAMELOT COMMUNITY CARE, INC.**

**THIS AMENDMENT ("Fifth Amendment"), dated this 17<sup>th</sup> day of February, 2021, is by and between:**

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

**and**

**CAMELOT COMMUNITY CARE, INC., a Not for Profit Corporation as listed with the Florida Division of Corporations, with a business address of 4910-D Creekside Dr., Clearwater, FL 33760, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".**

**WHEREAS, on September 15, 2016, the CITY and CONTRACTOR entered into the Professional Services Agreement for behavioral health services at Pembroke Pines Charter High School ("Original Agreement") for an initial one (1) year period, which naturally expired on June 30, 2017;**

**WHEREAS, the Original Agreement authorized the renewal of the Original Agreement on an annual basis pursuant to written amendments to the Original Agreement;**

**WHEREAS, on October 31, 2017, the Parties executed the First Amendment to the Original Agreement to renew the term of the Original Agreement for a one (1) year period which expired on June 30, 2018;**

**WHEREAS, on July 2, 2018, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the term of the Original Agreement for a one (1) year period which expired on June 30, 2019;**

**WHEREAS, on August 14, 2019, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term of the Original Agreement for a one (1) year period which expired on June 30, 2020;**

**WHEREAS, on August 19, 2020, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to increase the total annual compensation amount, and to renew the term of the Original Agreement for a one (1) year period commencing on July 1, 2020 and expiring on June 30, 2021; and**

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to renew the term of Original Agreement, as amended, for a **one (1) year period commencing on July 1, 2021 and naturally expiring on June 30, 2022**, and to supplement the terms contained therein as set forth in this Fifth Amendment to Original Agreement.

**W I T N E S S E T H**

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

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

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

**SECTION 3.** The Original Agreement, as amended, is hereby renewed for **one (1) year commencing on July 1, 2021 and naturally expiring on June 30, 2022**.

**SECTION 4.** Section 14.8 of the Original Agreement, as amended, entitled "Notice", is hereby revised and amended as set forth below:

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

**City:** Charles F. Dodge, City Manager  
City of Pembroke Pines  
~~10100 Pines Boulevard~~ 601 City Center Way, 4<sup>th</sup> Floor  
Pembroke Pines, Florida 33025  
Telephone No. ~~(954)431-4884~~ 954-450-1040  
Facsimile No. ~~(954)437-1149~~

**Copy To:** Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954)771-4900  
Facsimile No. (954)771-4923

**CONTRACTOR:** Camelot Community Care, Inc.  
4910-D Creekside Drive 1925 S. Perimeter Road, Suite 120  
Clearwater, Florida 33760 Fort Lauderdale, FL 33309  
Telephone No. (727)-593-0003  
Telephone No. (954)-958-0988”

**SECTION 5, Article 14** of the Original Agreement, as amended, entitled “Miscellaneous” is hereby revised to include Sections 14.14 and 14.15, as set forth below:

“14.14 Uncontrollable Forces.

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

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

14.15 E-Verify. CONTRACTOR 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.

14.15.1 Definitions for this Section.

14.15.1.1 “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.

14.15.1.2 “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.

14.15.1.3 "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.

14.15.2 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:

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

14.15.2.2 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

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

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

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

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

**SECTION 9.** Each person signing this Fifth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fifth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Fifth Amendment.

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

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

**ATTEST:**

**CITY:**

**CITY OF PEMBROKE PINES**

DocuSigned by:  
*Marlene Graham*  
E858EEE04EEF4F3... February 23, 2021

DocuSigned by:  
*Charles F. Dodge*  
BY: 7563D7C5B031407... February 23, 2021

**MARLENE D. GRAHAM,  
CITY CLERK**

**CHARLES F. DODGE  
CITY MANAGER**

**APPROVED AS TO FORM**

DocuSigned by:  
*Danielle Schwabe*  
013E807C191D4FF...  
Print Name: Danielle Schwabe

**OFFICE OF THE CITY ATTORNEY**  
February 23, 2021

**CONTRACTOR:**

**CAMELOT COMMUNITY CARE, INC.**

Signed By: *[Signature]*  
Print Name: *Michael DiBenedetto*  
Title: *Pres/COO*



# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 11.**

**File ID:** 21-0101

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 02/08/2021

**Short Title:** Contracts Database Report - 02/17/2021

**Final Action:** 02/17/2021

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

- (A) Camelot Community Care, Inc.-Behavioral Health Services - Renewal
- (B) Global Business Solutions, Inc. - Cyber Security Curriculum - Renewal
- (C) Herff Jones, LLC. - High School Yearbook Services - Renewal
- (D) South Florida Institute on Aging, Inc. - Volunteering Services - Renewal
- (E) Allied Universal Corporation - Furnish and Deliver Sodium Hydroxide 50% by Weight - Renewal

**\*Agenda Date:** 02/17/2021

**Agenda Number:** 11.

**Internal Notes:**

**Attachments:** 1. Contracts Database Report - February 17, 2021 (Revised), 2. Camelot Community Care-Behavioral Health 5th Amendment (All Backup), 3. GBSI Agreement - Cybersecurity Curriculum (all backup), 4. Herff Jones - Pembroke Pines Charter High Yearbook (ALL BACKUP), 5. South Florida Institute on Aging-Volunteering Services(AB), 6. Allied Universal Corporation - Sodium Hydroxide 50% by Weight Co-Op (all backup)

1 City Commission 02/17/2021 approve

Pass

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

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

Nay: - 0

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

Agenda Request Form Continued (21-0101)

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

(B) Global Business Solutions, Inc. - Cyber Security Curriculum - Renewal

(C) Herff Jones, LLC. - High School Yearbook Services - Renewal

(D) South Florida Institute on Aging, Inc. - Volunteering Services - Renewal

(E) Allied Universal Corporation - Furnish and Deliver Sodium Hydroxide 50% by Weight - Renewal

**FINANCIAL IMPACT DETAIL:**

a) **Renewal Cost:** \$28,754.00

b) **Amount budgeted for this item in Account No:** \$28,754.00 in Account # 172-569-5053-31310-5250-310 Individual Counseling

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

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

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

**(B) Global Business Solutions, Inc. - Cyber Security Curriculum - Renewal**

1. On July 3, 2019, the City entered into an Agreement with Global Business Solutions, Inc. for an initial two (2) year period, commencing July 1, 2019 and expiring June 30, 2021.

2. The City of Pembroke Pines Academic Village High School contracts Global Business Solutions, Inc. to provide a cybersecurity curriculum package, instructional services, license, computer products and textbooks, and testing vouchers. Students who are completing the initial two-year program this School Year will begin the Year 3 curriculum in the 2021-22 School Year.

3. On September 16, 2020 the Parties executed the First Amendment to the Original Agreement to include the provision of CompTIA A+ Testing Vouchers.

4. The City of Pembroke Pines Academic Village High School recommends that the City Commission approve this one (1) year renewal term covering Years 1, 2, and 3 of the curriculum, commencing on July 1, 2021 and expiring on June 30, 2022, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

a) **Renewal Cost:** \$69,568.50

**Agenda Request Form Continued (21-0101)**

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**b) Amount budgeted for this item in Account No:****Prof. Serv.: 172-569-5053-31310-5300-310: \$17,100.00**

-CYBERSEC305 Yr 2 Instructional Services 60 hrs @ \$95/ea \$5,700.00

-CYBERSEC320 Yr 3 Instructional Services 120 hrs @ \$95/ea \$11,400.00

**Testing Material: 172-569-5053-52182-5300-513: \$26,520.00**

-CYB-VCH-ITF+ 2 classes (60 testing vouchers) of Yr 1 students @ \$123.00/ea \$7,380.00

-CYB-VCH-ITF+ 3 classes (85 testing vouchers) of Yr 2 students @ \$123.00/ea \$10,455.00

-CYB-VCH-Network 1 class (15 testing voucher) of Yr 3 students @ \$329.00/ea \$4,935.00

-MTA Voucher 1 class (30 testing vouchers) of Yr 3 students @ \$125.00/ea \$3,750.00

**Software<1000: 172-569-5053-52652-5300-369: \$23,250.00**

-CYBERSEC230 curriculum package for Yr 1 students \$5,500.00

-CYBERSEC230 lab software for Yr 1 students \$2,250.00

-CYBERSEC305 curriculum package for Yr 2 students \$5,500.00

-CYBERSEC305 lab software for Yr 2 students \$2,250.00

-CYBERSEC320 curriculum package for Yr 3 students \$5,500.00

-CYBERSEC320 lab software for Yr 3 students \$2,250.00

**Textbooks: 172-569-5053-54520-5300-520: \$2,698.50**

-CYBERSEC320:CYB320 books 30@ \$89.95/ea for Yr 3 students \$2,698.50

**c) Source of funding for difference, if not fully budgeted:** Not Applicable**d) 5 year projection of the operational cost of the project:** Not Applicable**e) Detail of additional staff requirements:** Not Applicable**(C) Herff Jones, LLC.-High School Yearbook Services - Renewal**

1. On April 5, 2017, the City Commission approved to enter into an Agreement with Herff Jones, LLC. for an initial two (2) year period commencing on April 5, 2017 and expiring on April 4, 2019.

2. The City of Pembroke Pines Charter High School utilizes Herff Jones, LLC to provide High School yearbook services.

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

4. On January 30, 2019, the City Commission approved the First Amendment to the Original Agreement, to renew the term for a two (2) year period commencing on April 5, 2019 and expiring on April 4, 2021.

5. The City of Pembroke Pines Academic Village High School recommends that the City Commission approve this Second Amendment for the final two (2) year renewal term commencing on April 5, 2021 and expiring on April 4, 2023, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

a) Annual Renewal Cost: \$0.00

**Agenda Request Form Continued (21-0101)**

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- b) Amount budgeted for this item in Account No: Not Applicable. This is not a budgeted item. The funding for this expense is collected and deposited in a City deposit account number 172-220545-2220. This is a breakeven function of the High School.
- c) Source of funding for difference, if not fully budgeted Not Applicable.
- d) 2 year projection of the operational cost of the project Not Applicable

	Current FY	Year 2
Revenues	\$53,700.00	\$53,700.00
Expenditures	\$53,700.00	\$53,700.00
Net Cost	\$0.00	\$0.00

- e) Detail of additional staff requirements: Staff is comprised by high school students and an adviser.

**(D) South Florida Institute on Aging, Inc. - Volunteering Services - Renewal**

1. On May 21st, 2012, the City entered into a Volunteering Services Agreement at the Southwest Focal Point Senior Center with South Florida Institute on Aging, Inc. for an initial one (1) year period, commencing on May 21st, 2012 and expiring on May 21st, 2013.
2. The City of Pembroke Pines Community Services Department utilizes South Florida Institute on Aging, Inc. to provide volunteering services at the Southwest Focal Point Senior Center.
3. Section (1) (B) of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The term of the Original Agreement has been renewed eight (8) times extending the term up to May 20th, 2021.
5. The Community Services Department recommends that the City Commission approve this Ninth Amendment for the ninth one (1) year renewal term commencing on May 21st, 2021 and ending on May 20th, 2022, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** No cost to the City.
- b) **Amount budgeted for this item in Account No:** Not Applicable.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.

**(D) Allied Universal Corporation - Furnish and Deliver Sodium Hydroxide 50% by Weight - Renewal**

Agenda Request Form Continued (21-0101)

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1. On May 23, 2018, the City Commission approved the purchase of chemicals from Allied Universal Corporation utilizing the Southeast Florida Governmental Cooperative Purchasing Agreement for an initial two (2) year period, commencing on April 17, 2018 and expiring on April 16, 2020.
2. The City of Pembroke Pines Utilities Department requires the use of sodium hydroxide as part of odor control the process at the Wastewater Plant (East Scrubber).
3. The Original Agreement allows for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On April 15, 2020 the City Commission approved use of the renewed Agreement for the one (1) year term commencing on April 17, 2020 and expiring on April 16, 2021.
5. On January 15, 2021 the City of Margate renewed the Agreement for the second one (1) year term commencing on April 17, 2021 and expiring on April 16, 2022.
6. The Utilities Department recommends that the City Commission approve the purchase of chemicals under the second, one (1) year renewal term commencing on April 17, 2021 and expiring on April 16, 2022, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$28,400 per year to be utilized on an as needed basis (10,000 gallons x \$2.84 per gallon). The prorated amount for the 7 remaining months of the fiscal year is approximately \$16,566.70.
- b) **Amount budgeted for this item in Account No:** \$28,400 in Account No. 471-535-6022-52430 (Operating Chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **1 year projection of the operational cost of the project:**

	Current FY	FY 2021-22
Revenues	\$ .00	\$ .00
Expenditures	\$11,833.30	\$16,566.70
Net Cost	\$11,833.30	\$16,566.70

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



## DESCRIPTIONS (Continued from Page 1)

When required by written contract, waiver of subrogation applies in favor of Certificate Holder with respect to General Liability and Auto Liability, subject to the terms, conditions and exclusions of the policy.



**FOURTH AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
CAMELOT COMMUNITY CARE, INC.**

**THIS IS AN AGREEMENT ("Agreement")**, dated this 19<sup>th</sup> day of August, 2020, (*nunc pro tunc* July 1, 2020) by and between:

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

and

**CAMELOT COMMUNITY CARE, INC.**, a Not for Profit Corporation as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **4910-D Creekside Dr., Clearwater, FL 33760**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereafter be collectively referred to as the "Parties".

**WHEREAS**, on **September 15, 2016**, the CITY and CONSULTANT entered into the Original Agreement ("Original Agreement") for an initial **one (1) year period**, commencing on **July 1, 2016** and expiring on **June 30, 2017** and,

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

**WHEREAS**, on **October 31, 2017**, the Parties executed the First Amendment to the Original Agreement which amended the Original Agreement by the addition of the Public Records provision required by statutory amendments and renewed the term of the Original Agreement for one year commencing on July 1, 2017 and expiring on June 30, 2018; and,

**WHEREAS**, on **July 2, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended which renewed the term of the Original Agreement for one year commencing on July 1, 2018 and expiring on June 30, 2019; and,

**WHEREAS**, on **August 14, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended which included the addition of the Scrutinized Companies provision required by statutory amendments and renewed the term of the Original Agreement for one year commencing on July 1, 2019 and expiring on June 30, 2020; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Agreement and desire to amend the Original Agreement, as amended and renew the terms of their



contractual relationship as set forth herein; and,

**WHEREAS**, the Parties desire to amend the Original Agreement, as amended to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement and increase the compensation amounts set forth in Exhibit A; and,

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

**W I T N E S S E T H**

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

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

**SECTION 2.** Sections 6.1 and 6.3 of Article VI entitled Compensation and Method of Payment is hereby amended as set forth below:

6.1. CITY'S sole compensation to CONTRACTOR for the provision of Services hereunder shall be on an as needed basis in accordance with the terms, conditions and provisions set forth in Exhibit "A," attached hereto and made a specific part here of. The total annual compensation under this Agreement shall **NOT EXCEED TWENTY EIGHT THOUSAND, SEVEN HUNDRED AND FIFTY-FOUR DOLLARS. (\$28,754).**

6.3. CONTRACTOR shall provide a detailed invoice to the CITY on a monthly basis. All invoices submitted by CONTRACTOR shall contain the month of service, a detail of the hours of service provided during the month, the contracted rate, identify each student and include a description of the services provided to each student, and a total amount of the invoice. The invoice must be signed by CONTRACTOR. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

**SECTION 3.** The Original Agreement, is hereby renewed for the fourth **one (1) year** renewal period commencing on **July 1, 2020** and expiring on **June 30, 2021**.

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

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



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

**SECTION 7.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

**SECTION 9.** Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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



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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

*[Signature]* 9/8/2020  
MARLENE D. GRAHAM,  
CITY CLERK

BY: *[Signature]*  
CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM

*[Signature]*  
Print Name: *[Signature]* 9.2.2020  
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

CAMELOT COMMUNITY CARE, INC.

Signed By: *[Signature]*  
Name: *[Signature]*  
Title: *[Signature]*



**Exhibit: A**

**SERVICES TO BE PROVIDED**

Camelot will provide behavioral health services to children enrolled at Pembroke Pines Charter School. The following services will be provided

Assessment: Services provided as Assessment activities shall include face to face diagnostic and assessment activity with the client and legal guardian(s) billable at \$85 per hour and reimbursable for each full 15 minute increment beyond the first hour at the rate of ¼ of the unit rate. The Assessment is designed to evaluate the client’s therapeutic needs and begin the therapy process.

1. Unit type.....Per hour
2. Unit cost.....\$85.00

Treatment Plan: Shall be based on a fixed price unit cost method of payment for activities required to generate a written service plan/solutions plan guiding treatment reimbursable 1 time per year per client.

3. Unit type.....Per completed Treatment Plan
4. Unit cost.....\$97.00

Treatment Plan Review: Shall be based on a fixed price unit cost method of payment for activities required to review a written service plan guiding treatment reimbursable 1 time per year per client at approximately 6 months from the Treatment Plan. The treatment Plan Review process is designed to evaluate and report progress in therapy and determine the need for goal realignment if necessary.

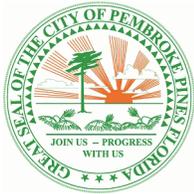
1. Unit type.....Per completed Treatment Plan Review
2. Unit cost.....\$97.00

Individual Counseling: Services provided as counseling activities shall include face to face therapeutic activity with the client billable at \$75 per hour and reimbursable for each full 15 minute increment beyond the first hour at the rate of ¼ of the unit rate.

1. Unit type.....Per hour
2. Unit cost.....\$75.00

Consultation: Services provided as consultation activities shall include Counselor’s participation in staffing, meetings and discussions with the client’s family members or school personnel billable at a hourly rate of \$75 per hour and reimbursable in full 15 minute increment at the rate of ¼ of the unit rate.

1. Unit type.....Per hour
2. Unit cost.....\$75.00



# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 15.**

**File ID:** 20-0567

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 07/20/2020

**Short Title:** Contract Database Recommendations

**Final Action:** 08/19/2020

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

**(A) Camelot Community Care, Inc. - Behavioral Health Services - Renewal - Charter Schools**

**(B) Granicus, Inc. - Legistar Software Maintenance and Closed Captioning Services - Renewal - City Clerk Department**

**(C) Infor (US), Inc. - Smart Stream License, Support & Maintenance - Renewal - Finance Department**

**(D) Robert Warren Enterprises, Inc. - Annual Physical Examinations - Renewal - Fire Rescue Department**

**(E) Waste Pro of Florida, Inc. - Removal and Disposal of Grit and Screening - Renewal - Utilities Department**

**(F) Airgas USA, LLC. - Purchase of Carbon Dioxide CO-OP - Renewal - Utilities Department**

ITEMS (G) and (H) ARE NOT RENEWING; THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THESE ITEMS ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

**(G) Strategic Products & Services, LLC. --Network Refresh at Various City Facilities - Non Renewal - IT Department**

**(H) Lhoist North America of Alabama - Co-Op Purchase of Quicklime for Water Treat at Water Treatment Plant - Non-Renewal - Utilities Department**

\*Agenda Date: 08/19/2020

Agenda Number: 15.

**Internal Notes:**

**Attachments:** 1. Contracts Database Report - August 19, 2020, 2. A. Camelot Community Care-Behavioral Health (All Backup), 3. B. Granicus Inc - Legistar Software Maintenance and CC Services (All Backup), 4. C. Infor US Inc. - Smart Stream (all backup), 5. D. Robert Warren Enterprises, Inc - Annual Physical Exams for Firefighters (All Backup), 6. E. Waste Pro of Florida, Inc - Grit and Screenings (all backup), 7. F. Airgas USA, LLC-Purchase of Carbon Dioxide CO-OP (All Backup), 8. G. Strategic Products & Services - Network Refresh (All Backup), 9. H. Lhoist Co-Op Agreement (Term 11.1.17 - 10.31.20) (all backup)

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1	City Commission	08/19/2020	approve	Pass
	<b>Action Text:</b>	A motion was made to approve on the Consent Agenda		
		Aye: - 5	Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Commissioner Chanzas	
		Nay: - 0		

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

1. On September 15, 2016, the City entered into an Agreement with Camelot Community Care, Inc. for an initial one (1) year period, commencing July 1, 2016 and expiring June 30, 2017.
2. The City of Pembroke Pines Charter Schools utilizes Camelot Community Care, Inc. to provide behavioral health services to children and families.
3. The Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On October 31, 2017, July 2, 2018, and August 14, 2019, the City entered into the First,

Second, and Third Amendments, respectively, extending the term of the Original Agreement, as amended, to June 30, 2020.

5. This Agreement has never been presented to City Commission for approval until now that the Schools anticipate a new estimated total compensation amount of \$28,754.00 for this renewal term. The cost during school year 2019-2020 was \$24,748.00.

6. The increase in compensation is attributed to the increase in student counseling fees from \$73.00 each to \$75.00 each and consultation fees from \$50.00 each to \$75.00 each.

7. The Contracts Division has been working diligently with the Charter Schools and the Vendor to obtain the necessary documentation to present the renewal of this agreement.

8. The Charter Schools recommends that the City Commission approve this Fourth Amendment for the one (1) year renewal term commencing July 1, 2020 and ending June 30, 2021 as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

a) **Renewal Cost:** \$28,754.00

b) **Amount budgeted for this item in Account No:** 172-569-5053-31310-5250-310

PROFESSIONAL & TECHNICAL SERVICES

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

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

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$ .00	N/A	N/A	N/A	N/A
Expenditures	\$28,754.00	N/A	N/A	N/A	N/A
Net Cost	\$28,754.00	N/A	N/A	N/A	N/A

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

**(B) Granicus, Inc. - Legistar Software Maintenance and Closed Captioning Services - Renewal**

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

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

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

4. The City added additional services to the Original Agreement on December 21, 2016 (HD

Streaming), January 8, 2018 (Recurring Captioning Services), and March 1, 2018 (Closed captioning of archived footage), through the First, Second and Third Amendments, respectively.

5. On October 2, 2019 the City executed the Fourth Amendment which renewed the term of the Original Agreement, as amended, for the first one (1) year renewal term, commencing on October 1, 2019 and expiring on September 30, 2020, to coincide with the subscription period.

6. The City Clerk Department recommends that the City Commission approve this Fifth Amendment for the second one (1) year renewal term commencing October 1, 2020 and ending September 30, 2021, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$70,224.00
- b) **Amount budgeted for this item in Account No:** 1-519-1001-46801
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.

	FY 2020-2021	Year 2	Year 3	Year 4	Year 5
Revenues	\$ .00 N/A	N/A	N/A	N/A	
Expenditures	\$70,224.00	N/A	N/A	N/A	N/A
Net Cost	\$70,224.00	N/A	N/A	N/A	N/A

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

**(C) Infor (US), Inc. - Smart Stream License, Support & Maintenance - Renewal**

1. On October 30, 2003, the City entered into an Agreement with GEAC Enterprise Solutions, Inc. for an initial one (1) year period commencing on October 30, 2003 and ending on October 29, 2004.

2. The vendor’s Smart Stream accounting software package and software support is used by all the departments city-wide.

3. Pursuant to Section 2.1 of the Original Agreement, the term may be extended for an additional year on each anniversary of the Supplement.

4. The Agreement has been renewed for 16 successive years since the Original Agreement, with Extensity taking over from GEAC Enterprise Solutions in 2006, Infor, Global Solutions, Inc. taking over from Extensity in 2007, and Infor (US), Inc taking over from Infor Global Solutions, Inc in 2018.

5. The Finance Department recommends that the City Commission approve the renewal of this Agreement for an additional one (1) year term, commencing on October 30, 2020 and expiring

on October 29, 2021, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$103,517.82
- b) **Amount budgeted for this item in Account No:** Amount will be budgeted in FY2020-21 in account 1-513-2001-46801 - I.T. Maintenance Contracts
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project**

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$ .00	N/A	N/A	N/A	N/A
Expenditures	\$103,517.82	N/A	N/A	N/A	N/A
Net Cost	\$103,517.82	N/A	N/A	N/A	N/A

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

**(D) Robert Warren Enterprises, Inc. - Annual Physical Examinations - Renewal**

1. On October 19, 2016 the City entered into an Agreement with Occupational Medical Centers of America, as approved by the City Commission on September 7, 2016, for an initial two (2) year period, commencing on November 15, 2016 and expiring on November 14, 2018.
2. On February 23, 2017, the Parties executed an Assignment and Assumption Agreement in which the CITY consented to the assignment of Occupational Medical Centers of America's interest in the Original Agreement to Robert Warren Enterprises, Inc.
3. The City of Pembroke Pines Fire Department utilizes Robert Warren Enterprises, Inc. to provide annual physical examinations to firefighters.
4. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
5. On September 16, 2018, the City entered into the First Amendment which executed the first two (2) year renewal commencing on November 15, 2018 and expiring on November 14, 2020.
6. The Fire Department recommends that the City Commission approve this Second Amendment for the final two (2) year renewal term commencing on November 15, 2020 and ending on November 14, 2022, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Total Renewal Cost:** \$194,460
- b) **Amount budgeted for this item in Account No:** 1-529-4003-31400 (Professional Services - Medical)

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

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$ .00	\$ .00	N/A	N/A	N/A
Expenditures	\$97,230.00	\$97,230.00	N/A	N/A	N/A
Net Cost	\$97,230.00	\$97,230.00	N/A	N/A	N/A

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

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

1. 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.
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 allows 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 from \$1,050.00 to \$1,350.00 per 10 cubic yard and to enter into the first two (2) year renewal term.
5. The Utilities Department recommends that the City Commission approve this Second Amendment, to the Original Agreement, as amended, to increase the Hauling rate using the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPIW), Series CWUROOOOSEHG02, Garbage and trash collection in U.S. city average, urban wage earners and clerical workers, not seasonally adjusted, December 1983=100, Period M05.
6. The Utilities Department recommends that the City Commission approve the Second Amendment for the new Hauling rate of \$1,438.94 per 10 cubic yard and the second and final two (2) year renewal term commencing on January 1, 2021 and ending on December 31, 2022, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$180,977.24 (104 pickups at \$1,438.94/pickup and 175 tons of disposals at \$85/disposal fee) which includes a 10% contingency allowance of \$16,452.48.
- b) **Amount budgeted for this item in Account No:** \$135,732.93 Budgeted in Account No. 471-535-6022-34451 (Contract-Grit/Screenings) in FY2020-21
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable

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

	1/1/2020-9/30/2021		10/1/2021-9/30/2022	10/1/2022-12/31/2022
Revenues	\$ .00	\$ .00	\$ .00	
Expenditures	\$135,732.93	\$180,977.24	\$45,244.31	
Net Cost	\$135,732.93	\$180,977.24	\$45,244.31	

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

**(F) Airgas USA, LLC. - Purchase of Carbon Dioxide CO-OP - Renewal**

1. On October 7, 2019, the City Commission approved to enter into a CO-OP Agreement Bid # T-36-19 with Airgas USA, LLC for an initial one (1) year period, commencing October 7, 2019 and expiring October 6, 2020.
2. The City of Pembroke Pines Utilities Department utilizes Airgas USA, LLC. to provide Carbon Dioxide, Liquid, Bulk Delivery.
3. Section I (B) of the Original Agreement allows 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 Renewal for the one (1) year renewal term commencing October 7, 2020 and ending October 6, 2021, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) Renewal Cost:** \$115,842 (\$224.50 x 516 tons or \$0.11 x 1,053,109 lbs.)
- b) Amount budgeted for this item in Account No:** \$115,842 in account #471-533-6031-52430 (Operating Chemicals) in FY2020-21.
- c) Source of funding for difference, if not fully budgeted:** Not Applicable
- d) 5 year projection of the operational cost of the project:** This is a one year agreement that ends on October 6, 2021, with the option to renew for one additional one year period.

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$ .00	N/A	N/A	N/A	N/A
Expenditures	\$115,842.00	N/A	N/A	N/A	N/A
Net Cost	\$115,842.00	N/A	N/A	N/A	N/A

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

**(G) Strategic Products & Services, LLC. - Network Refresh at Various City Facilities - Non Renewal**

1. On August 25, 2015, the City Commission approved to enter into an Agreement with

ADCAP Network Systems, Inc. for an initial five (5) year period, commencing August 25, 2015 and expiring August 24, 2020.

2. The City of Pembroke Pines Information Technology Department utilizes ADCAP Network Systems, Inc. to provide the replacement/upgrade of the network equipment for various City Facilities.

3. On March 1, 2016 the City entered into the First Amendment of the Original Agreement in which ADCAP Network Systems, Inc. assigned all of its interest to Strategic Products & Services, LLC.

4. The Information Technology Department does not wish to renew this Agreement since the services delivered have since been replaced by Cisco SmartNet.

**(H) Lhoist North America of Alabama - Co-Op Purchase of Quicklime for Water Treat at Water Treatment Plant - Non-Renewal**

1. On October 4, 2017, the City Commission approved a Co-Op Agreement with Lhoist North America of Alabama, LLC for an initial three (3) year period, commencing November 1, 2017 and expiring October 31, 2020.

2. The City of Pembroke Pines Utilities Department utilizes the Co-Op Agreement with Lhoist North America of Alabama, LLC to purchase quicklime for the purpose of water treatment.

3. Although the Original Agreement allows for three (3) additional one (1) year renewal terms, the lead agency for this Co-Op (City of Tamarac) is rebidding the services. In the event the re-bid process is not completed at the time the current agreement expires, the lead agency plans to extend the agreement for the gap period.

4. The Utilities Department will present the new Co-Op Agreement once it is available.



**THIRD AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
CAMELOT COMMUNITY CARE, INC.**

**THIS AGREEMENT** ("Agreement"), dated this 1 day of July 2019,  
by and between:

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

and

**CAMELOT COMMUNITY CARE, INC.**, a Florida Not For Profit Corporation authorized to do business in the State of Florida, with a business address of **4910-D Creekside Dr., Clearwater, FL 33760**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "Parties".

**WHEREAS**, on **September 15, 2016**, the CITY and CONTRACTOR entered into the Original Agreement for Behavioral Health Services which expired on **June 30, 2017**; and,

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

**WHEREAS**, on October 31, 2017, the Parties executed the First Amendment to the Original Agreement which renewed the term of the Original Agreement for **one year effective July 1, 2017 and terminated on June 30, 2018**; and,

**WHEREAS**, on July 2, 2018, the Parties executed the Second Amendment to the Original Agreement, as amended, which renewed the term of the Original Agreement for **one year effective July 1, 2018 and terminating on June 30, 2019**; and,

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

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

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



**WITNESSETH**

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

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

**SECTION 2.** Article 14, entitled "Miscellaneous" is hereby amended by the addition of Section 14.13:

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

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

14.13.2 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:

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

14.13.2.2 Is engaged in business operations in Syria.

**SECTION 3.** The Original Agreement, is hereby renewed for the **third one (1) year** renewal period commencing on **July 1, 2019** and terminating on **June 30, 2020**.

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



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

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

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**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR  
BEHAVIORAL HEALTH SERVICES  
BETWEEN THE CITY OF PEMBROKE PINES AND  
CAMELOT COMMUNITY CARE, INC.**

**THIS AGREEMENT**, dated this 2<sup>nd</sup> day of July 2018, *nunc pro tunc* **July 1, 2018**, by and between:

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

and

**CAMELOT COMMUNITY CARE, INC.**, a Company authorized to do business in the State of Florida, with a business address of **4910-D Creekside Drive, Clearwater, FL 33760**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

**WHEREAS**, on **September 15, 2016**, the CITY and CONTRACTOR entered into the Original Agreement for **Behavioral Health Services** for an **initial one (1) year period**, commencing on **July 1, 2016** and expiring **June 30, 2017**; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Agreement for **additional one (1) year renewals upon the mutual consent, evidenced by a written Amendment to the Agreement extending the term thereof**; and,

**WHEREAS**, on **October 31, 2017**, the Parties executed the **First Amendment** to the Original Agreement which renewed the term of the Original Agreement for one year effective **July 1, 2017** and terminating on **June 30, 2018**; and,

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

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

**WITNESSETH**

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



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

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

**SECTION 3.** In the event of any conflict or ambiguity by and between the terms and provisions of this **Second Amendment, the First Amendment, and the Original Agreement**, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

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

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

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**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR  
BEHAVIORAL HEALTH SERVICES  
BETWEEN THE CITY OF PEMBROKE PINES AND  
CAMELOT COMMUNITY CARE, INC.**

**THIS AGREEMENT**, dated this 31<sup>st</sup> day of October 2017, *nunc pro tunc* July 1, 2017 by and between:

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

and

**CAMELOT COMMUNITY CARE, INC.**, a Florida not for profit corporation, authorized to do business in the State of Florida, with a business address of **4910-D Creekside Drive, Clearwater, Florida 33760**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

**WHEREAS**, on **July 1, 2016**, the CITY and CONTRACTOR entered into the Original Agreement for **Behavioral Health Services** for an initial **one (1) year period**, which expired on **June 30, 2017**; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Agreement for additional one (1) year renewals upon the mutual consent, evidenced by a written Amendment to the Agreement extending the term thereof; and,

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

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

**WITNESSETH**

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

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

**SECTION 2.** Article 4, entitled "Access to Records", is hereby amended by the addition of



Section 4.2 and Section 4.3, as follows:

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

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

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

4.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CITY; and

4.2.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfer all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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



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

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

**SECTION 3.** The Original Agreement is hereby renewed for the **first one (1) year renewal** period commencing on **July 1, 2017** and terminating on **June 30, 2018**.

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

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

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

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

ATTEST:

CITY:

*[Signature]*

CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,  
CITY CLERK

BY:

*[Signature]*

CHARLES F. DODGE  
CITY MANAGER

10/31/17

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

WITNESSES

CAMELOT COMMUNITY CARE, INC.

*[Signature]*

BY:

*[Signature]*

Print Name

Print Name:

Michael DiBriuni

*[Signature]*

Title:

Pro/Geo

Sandra A. Bowman  
Print Name

STATE OF Fla )

COUNTY OF Pinellas ) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Michael DiBriuni as Pro/Geo of **CAMELOT COMMUNITY CARE, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **CAMELOT COMMUNITY CARE, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 16 day of October, 2017.

*[Signature]*  
NOTARY PUBLIC

(Name of Notary Public, Typed, Printed or Stamped)



## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT FOR BEHAVIORAL HEALTH SERVICES** ("Agreement") is dated this 15 day of September, 2016 by and between:

**CITY OF PEMBROKE PINES**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 (hereinafter referred to as the "CITY"),

and

**CAMELOT COMMUNITY CARE, INC.**, a Florida not for profit corporation, with a business address of 4910-D Creekside Drive, Clearwater, Florida 33760 (hereinafter referred to as the "CONTRACTOR". CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

### RECITALS

**WHEREAS**, the CITY owns and operates Pembroke Pines Charter High School located at 17189 Sheridan Street, Pembroke Pines, Florida 33331; and

**WHEREAS**, the CITY desires to retain the services of the CONTRACTOR to provide behavioral health services for certain students enrolled at Pembroke Pines Charter High School; and

**WHEREAS**, these are specialized and intricate areas of expertise requiring specific knowledge and skill; and

**WHEREAS**, the CONTRACTOR possesses specific knowledge, skills, abilities, experiences, and expertise in the areas of behavioral health services that would benefit CITY; and

**WHEREAS**, the CONTRACTOR's pricing and availability are compatible with the CITY's needs; and

**WHEREAS**, the CONTRACTOR maintains all required licenses necessary to perform the services required in this Agreement; and

**WHEREAS**, since the CITY is authorized to procure without formal bidding procedures, the contractual services of CONTRACTOR pursuant to §35.18(C)(2) of the City's Code of Ordinances;

**NOW THEREFORE**, in consideration of the mutual promises detailed herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1

- 1.1. Each "Whereas" clause set forth above is true and correct and incorporated herein by this reference.
- 1.2. All Exhibits referenced herein are hereby expressly incorporated into this Agreement and made a specific part hereof, whether or not physically attached hereto.

## ARTICLE II SERVICES AND RESPONSIBILITIES

- 2.1. CONTRACTOR agrees to provide behavioral health services to students enrolled at Pembroke Pines Charter High School that may require behavioral health services.
- 2.2. Behavioral Health Services. CONTRACTOR agrees to provide behavioral health services as more particularly described as set forth in Exhibit "A" incorporated herein and made a specific part hereof.
- 2.3. Background Screening of Employees. CONTRACTOR agrees to comply with all requirements of Sections 1012.321 or 1012.465, Florida Statutes, and any other background screening requirements as may be required by law. Any of CONTRACTOR's personnel who: (1) are to be permitted access to CITY grounds when students are present, or (2) will have direct contact with students, or (3) have access or control of CITY funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes prior to commencing performance under this Agreement. CONTRACTOR shall bear the cost of acquiring the background screening. CONTRACTOR shall submit all required background investigation paperwork for all personnel and volunteers to CITY for processing.
- 2.4. Services, Labor and Equipment. CONTRACTOR shall furnish all services, labor, equipment and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional manner.
- 2.5. Professional and Ethical Guidelines. CONTRACTOR hereby confirms that it will abide by the professional and ethical guidelines established by its profession. Specifically, the Parties to this Agreement agree and understand that they are utilizing the services of a counselor, licensed and insured under the laws of the State of Florida. CONTRACTOR's services are subject to several Florida laws, including but not limited to Chapters 39, 120, 456, and 491, Florida Statutes; Chapter 64B-4, Florida Administrative Code, and other state and federal guidelines. Should any CONTRACTOR personnel or CONTRACTOR's license be suspended, revoked, or subject to discipline, CITY must be immediately notified of such occurrence and this Agreement may be subject to immediate termination in accordance with Article V.
- 2.6. Representations Made By Contractor. CONTRACTOR hereby represents to the CITY, with full knowledge that the CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, licenses, experience, and manpower to perform the services to be provided by CONTRACTOR pursuant

to the terms of this Agreement. CONTRACTOR shall provide all services in a professional manner and has provided copies of all state and local licenses to CITY, attached hereto as **Exhibit "B"**.

2.7. Cooperation from City. CITY agrees to assist and cooperate with CONTRACTOR in the performance of its services under this Agreement by providing CONTRACTOR with all necessary information it may require.

2.8. Non-Exclusivity. The relationship between CITY and CONTRACTOR created hereunder and the services to be provided by CONTRACTOR pursuant to this Agreement are non-exclusive and performed on an as needed basis, with no guaranty as to any minimum amount of work to be done or performed by CONTRACTOR. CITY shall be free to pursue and engage similar relationships with other contractors to perform the same or similar services performed by CONTRACTOR hereunder, so long as no other contractor shall be engaged to perform the specific project(s) assigned to CONTRACTOR while CONTRACTOR is so engaged without first terminating such assignment.

2.8.1. CONTRACTOR shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the City of Pembroke Pines, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by CONTRACTOR hereunder.

### ARTICLE III PROTECTED HEALTH INFORMATION

3.1. Access to Information. CONTRACTOR shall have access to collect or create Protected Health Information ("PHI") as defined in 45 CFR 164.504 in order to carry out the CONTRACTOR's functions on behalf of CITY.

3.2 Compliance with Privacy Rules. CONTRACTOR agrees to comply with the applicable provisions of the Federal Privacy Rule promulgated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as contained in 45 CFR Parts 160 and 164 ("the HIPAA Privacy Rule"). CONTRACTOR agrees not to use or disclose any PHI, other than as permitted by this Agreement and the requirements of the HIPAA Privacy Rule and to abide by the terms and conditions of the Business Associate Agreement between the CITY and CONTRACTOR attached hereto as **Exhibit "C"** and incorporated by reference herein.

### ARTICLE IV ACCESS TO RECORDS

4.1. Student Records. CITY shall make available to CONTRACTOR student records in so far as such records are necessary for CONTRACTOR to provide services pursuant to this Agreement and such services have a legitimate educational purpose pursuant to 20 USC § 1232 (g), the Family Educational Rights and Privacy Act ("FERPA"). All records created under this Agreement shall become the property of CITY. CONTRACTOR shall be responsible for

complying with all federal, state and local regulations with respect to educational, medical and public records, including, but not limited to Chapter 119, Florida Statutes.

**ARTICLE V**  
**TERM AND TERMINATION**

5.1. **Term of Services.** This Agreement shall commence on July 1, 2016 (“Commencement Date”) for a period of one (1) year terminating June 30, 2017 (the “Term”). This Agreement may be renewed on an annual basis upon the mutual consent of the parties. CONTRACTOR shall provide services to CITY on an as needed basis during this term.

5.2. **Renewal Term.** This Agreement may be renewed for additional one (1) year terms upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof.

5.3. **Termination for Convenience.** CITY may terminate this Agreement for convenience, upon sixty (60) business days of written notice by the terminating party to the other party for such termination.

5.4. **Termination for Cause.** The City may terminate this contract for cause if any of the following circumstances occur:

- 5.4.1 CONTRACTOR’s failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than ten (10) days after CITY’s delivery of a written notice to CONTRACTOR’s of such breach or default;
- 5.4.2 CONTRACTOR becomes insolvent;
- 5.4.3 CONTRACTOR takes the benefit of any present or future insolvency statute;
- 5.4.4 CONTRACTOR makes a general assignment for the benefit of creditors;
- 5.4.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 5.4.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 5.4.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within thirty (30) days after its filing; or
- 5.4.8 The professional license of CONTRACTOR or its personnel assigned to this agreement is suspended, revoked, or subject to discipline.

5.4.9 CONTRACTOR is named as a defendant in a criminal proceeding for an offense related to healthcare or (ii) a finding or stipulation that CONTRACTOR has violated any standard or requirement of any law or regulation relating to healthcare is made in any administrative or civil proceeding in which CONTRACTOR has been joined.

**ARTICLE VI**  
**COMPENSATION AND METHOD OF PAYMENT**

6.1. CITY's sole compensation to CONTRACTOR for the provision of Services hereunder shall be on an as needed basis in accordance with the terms, conditions and provisions set forth in Exhibit "A," attached hereto and made a specific part hereof.

6.2. The Fees reflected in Exhibit "A" do not include out-of-pocket or travel expenses, which shall not be separately reimbursable.

6.3. CONTRACTOR shall provide a detailed invoice to the CITY on a monthly basis. All invoices submitted by CONTRACTOR shall contain the month of service, a detail of the hours of service provided during the month, the contracted rate, identify each student and include a description of the services provided to each student, and a total amount of the invoice. The invoice must be signed by CONTRACTOR. All payments and invoicing shall be made pursuant to Florida's Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes).

6.4. CITY will make its best efforts to pay CONSULTANT within thirty (30) calendar days of receipt of proper invoice the total shown to be due on such invoice. Payment will be made by CITY to CONTRACTOR at the following address:

Camelot Community Care, Inc.  
4910-D Creekside Drive  
Clearwater, Florida 33760

6.5. CONTRACTOR agrees to return to CITY any overpayments received by CONTRACTOR, in the event that CITY, CONTRACTOR, or either parties' independent auditors discovers that an overpayment has been made, CONTRACTOR shall repay said overpayment within thirty (30) calendar days of the discovery. In the event that CITY first discovers overpayment has been made to CONTRACTOR, CITY will, by letter notify CONTRACTOR of the discovery. The repayment of such overpayment shall be submitted by CONTRACTOR to CITY within thirty (30) calendar days of CONTRACTOR's receipt of notice from CITY. This provision shall survive the termination of this contract.

6.6. **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct

from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE VII**  
**INDEPENDENT CONTRACTOR**

7.1 **Employer/Employee Relationship.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law.

7.2 **Activities and Responsibilities.** The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR which policies of CONTRACTOR shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of CONTRACTOR Services as provided for herein.

**ARTICLE VIII**  
**INDEMNIFICATION**

8.1. CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions pursuant to this Agreement.

**ARTICLE IX**  
**INSURANCE REQUIREMENTS**

9.1. **Approval by Risk Manager.** CONTRACTOR shall not commence performance hereunder 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 CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

9.2. **Certificate of Insurance.** Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the

State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide," published by A.M. Best Guide.

9.2.1. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, CONTRACTOR 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. CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage. CONTRACTOR's certificates of insurance are attached hereto as Exhibit "D" of this Agreement.

### 9.3. REQUIRED INSURANCE

9.3.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

A.	Bodily Injury	
	1. Each Occurrence	\$1,000,000
	2. Annual Aggregate	\$1,000,000
B.	Property Damage	
	1. Each Occurrence	\$1,000,000
	2. Annual Aggregate	\$1,000,000
C.	Personal Injury	
	Annual Aggregate	1,000,000

9.3.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$500,000 each accident
		\$500,000 Disease-policy limit
		\$500,000 Disease-each employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR's letterhead.

9.3.3 Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

- A. Bodily Injury
  - 1. Each Occurrence \$1,000,000
  - 2. Annual Aggregate \$1,000,000
  
- B. Property Damage
  - 1. Each Occurrence \$1,000,000
  - 2. Annual Aggregate \$1,000,000

9.3.4 Professional Liability Insurance of \$1,000,000.00 per occurrence.

9.4. CONTRACTOR shall name the CITY as an additional insured on each of the policies required herein and shall hold the CITY harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. CONTRACTOR waives all rights of subrogation against CITY.

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

**ARTICLE X**  
**NON-DISCRIMINATION & EQUAL OPPORUNITY EMPLOYMENT**

10.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified.

10.2 CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

**ARTICLE XI**  
**SIGNATORY AUTHORITY**

11.1 **CONTRACTOR** shall provide **CITY** with copies of requisite documentation evidencing that the signatory for **CONTRACTOR** has the authority to enter into this Agreement.

**ARTICLE XII**  
**THIRD PARTY BENEFICIARIES**

12.1 **No Third Party Beneficiaries.** Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than **CITY**, **CONTRACTOR** and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

**ARTICLE XIII**  
**DEFAULT AND CONTRACT REMEDIES**

13.1. **Default.** **CITY** reserves the right to terminate the Agreement at any time, whenever the subject Services provided by **CONTRACTOR** fail to meet reasonable standards of the trade or any guarantee, express or implied contained herein, after **CITY** gives written notice to the **CONTRACTOR** of the deficiencies as set forth in Section 5.5.1 of this Agreement.

13.2. **Operations During Dispute.** In the event that a dispute, if any, arises between **CITY** and **CONTRACTOR** relating to this Agreement, performance or compensation hereunder, **CONTRACTOR** shall continue to provide the Services in full compliance with all terms and conditions of this Agreement as interpreted by **CITY** regardless of such dispute.

13.3 **Attorney's Fees.** **CITY** reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of **CONTRACTOR**.

**ARTICLE XIV**  
**MISCELLANEOUS**

14.1 **Records.** **CONTRACTOR** shall keep its records, books, and accounts available at all reasonable times for examination and audit by **CITY** after the completion of all work to be performed as required by Florida law.

14.2 **Assignments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by **CONTRACTOR** without the prior written consent of **CITY**. For purposes of this Agreement, any change of ownership of **CONTRACTOR** shall constitute an assignment which requires **CITY** approval. However, this Agreement shall run to the benefit of **CITY** and its successors and assigns.

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

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

14.5 **Survival.** The provisions of this Agreement shall survive the termination or expiration of the Agreement.

14.6 **Governing Law.** Agreement shall be construed in accordance with the laws of the State of Florida.

14.7 **Venue.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.

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

City: Charles F. Dodge, City Manager  
City of Pembroke Pines  
10100 Pines Boulevard  
Pembroke Pines, Florida 33025  
Telephone No. (954) 431-4884  
Facsimile No. (954) 437-1149

Copy To: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4900  
Facsimile No. (954) 771-4923

CONTRACTOR: Camelot Community Care, Inc.  
4910-D Creekside Drive  
Clearwater, Florida 33760  
Telephone No. (727) 593-0003

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

14.10 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

14.11 **Entire Agreement.** This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations, discussions, and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

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

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

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)**

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

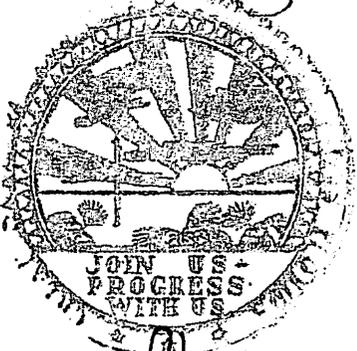
**ATTEST:**

[Signature] 9/15/16  
MARLENE D. GRAHAM, CITY CLERK

By: [Signature]  
CHARLES F. DODGE, CITY MANAGER

**APPROVED AS TO FORM:**

[Signature]  
OFFICE OF THE CITY ATTORNEY



**CONTRACTOR:**

CAMELOT COMMUNITY CARE, INC.

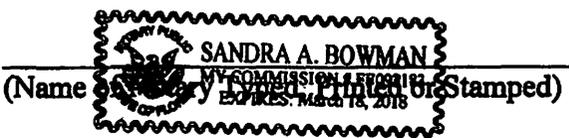
By: [Signature]  
Name: Michael D Brown  
Title: President

STATE OF Florida  
COUNTY OF Pine Hills

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Michael D Brown as President of Camelot Community Care, Inc., a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of Camelot Community Care, Inc. for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this 25 day of August, 2016.

[Signature]  
NOTARY PUBLIC



**EXHIBIT "A"**

**SERVICES TO BE PROVIDED**

**SERVICES TO BE PROVIDED**

Camelot will provide behavioral health services to children enrolled at Pembroke Pines Charter School. The following services will be provided

**Assessment:** Services provided as Assessment activities shall include face to face diagnostic and assessment activity with the client and legal guardian(s) billable at \$85 per hour and reimbursable for each full 15 minute increment beyond the first hour at the rate of ¼ of the unit rate. The Assessment is designed to evaluate the client's therapeutic needs and begin the therapy process.

- 1. Unit type.....Per hour
- 2. Unit cost.....\$85.00

**Treatment Plan:** Shall be based on a fixed price unit cost method of payment for activities required to generate a written service plan/solutions plan guiding treatment reimbursable 1 time per year per client.

- 3. Unit type.....Per completed Treatment Plan
- 4. Unit cost.....\$97.00

**Treatment Plan Review:** Shall be based on a fixed price unit cost method of payment for activities required to review a written service plan guiding treatment reimbursable 1 time per year per client at approximately 6 months from the Treatment Plan. The treatment Plan Review process is designed to evaluate and report progress in therapy and determine the need for goal realignment if necessary.

- 1. Unit type.....Per completed Treatment Plan Review
- 2. Unit cost.....\$97.00

**Individual Counseling:** Services provided as counseling activities shall include face to face therapeutic activity with the client billable at \$73 per hour and reimbursable for each full 15 minute increment beyond the first hour at the rate of ¼ of the unit rate.

- 1. Unit type.....Per hour
- 2. Unit cost.....\$73.00

**Consultation:** Services provided as consultation activities shall include Counselor's participation in starting, meetings and discussions with the client's family members or school personnel billable at a hourly rate of \$50 per hour and reimbursable in full 15 minute increment at the rate of ¼ of the unit rate.

- 1. Unit type.....Per hour
- 2. Unit cost.....\$50.00

