FIRST AMENDMENT TO MEDICAL DIRECTOR AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND S KATZ, INC.

THIS AMENDMENT ("First Amendment"), dated	, is entered
nto 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

S KATZ, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **9509 New Waterford Cove, Delray Beach, FL 33446**, hereinafter referred to as "MEDICAL DIRECTOR". "CITY" and "MEDICAL DIRECTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on June 26, 2025, the Parties entered into the Medical Director Agreement ("Original Agreement") to supervise and assume direct responsibility for the medical performance of the CITY's Emergency Medical Technicians and Paramedics (hereinafter "EMT"), for an initial one (1) year period, which will naturally expire on September 30, 2026; and,

WHEREAS the CITY's Fire Department is in the process of implementing its own EMT Training Program, to be conducted at the CITY's Fire Training Facility; and,

WHEREAS the CITY, pursuant to chapter 401, Florida Statutes, is required to employ a medical director to provide clinical oversight, accountability, and maintain regulatory and licensing compliance with state and national standards, for the EMT Training Program; and,

WHEREAS the Parties desire to revise the Term of the Original Agreement, and to include the services and responsibilities that MEDICAL DIRECTOR shall perform as the medical director for the EMT Training Program, as more particularly described in EXHIBIT "B", attached hereto and by this reference made a part hereof; and,

WHEREAS the Parties also desire to increase the compensation amount upon commencement of the EMT Training Program; and,

WHEREAS the Parties further desire to supplement the terms contained in the Original Agreement as set forth in this First 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.** Section 3.1 of the Original Agreement is hereby revised and amended as set forth below:
- 3.1 The CITY employs MEDICAL DIRECTOR to perform the services herein required for an initial five (5) year period, commencing on October 1, 2025, and naturally expiring on September 30, 2030. This Agreement may be renewed for additional five (5) year terms, upon the mutual consent of the Parties, evidenced by written amendments to this Agreement, extending the term thereof.
- **SECTION 3.** Upon the establishment and commencement of an EMT Training Program by the City of Pembroke Pines, MEDICAL DIRECTOR shall commence the performance of his duties and responsibilities as medical director for the CITY's EMT Training Program, in accordance with the terms and provisions set forth in **Exhibit "B."**
- **SECTION 4.** Article 4 of the Original Agreement is hereby revised and amended to add section 4.1.1 as set forth below:
 - 4.1.1 Upon commencement of services related to the EMT Training Program, the MEDICAL DIRECTOR shall be entitled to increase the monthly invoiced amount by FIVE HUNDRED TWENTY-FOUR DOLLARS AND 49/100 CENTS (\$524.49), which will increase the monthly installment amount to FOUR THOUSAND DOLLARS AND 00/100 CENTS (\$4,000.00). The total compensation shall be subject to an annual increase of three percent (3%).

SECTION 5. Scrutinized Companies.

- 5.1 MEDICAL DIRECTOR, 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:
 - 5.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering



into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

- 5.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 5.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - 5.1.2.2 Is engaged in business operations in Syria.

SECTION 6. <u>Employment Eligibility</u>. MEDICAL DIRECTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

6.1 **Definitions for this Section**.

- 6.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
- 6.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.
- 6.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 6.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- 6.2 <u>Registration Requirement; Termination</u>. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
 - 6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - 6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and



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

SECTION 7. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this First Amendment, the MEDICAL DIRECTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 8. 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 First Amendment, the MEDICAL DIRECTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 9. <u>Human Trafficking</u>. 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 First Amendment and submitting the executed required affidavit, the MEDICAL DIRECTOR represents and warrants that it does not use coercion for labor or services as provided by state law.



SECTION 10. 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 First Amendment, MEDICAL DIRECTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this First Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 11. <u>Compliance with Foreign Entity Laws</u>. MEDICAL DIRECTOR ("Entity") hereby attests under penalty of perjury the following:

- 11.1 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):
- 11.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: Section 287.138(2)(b), Florida Statutes);
- 11.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 11.4 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);
- Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,
- 11.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- **SECTION 12.** 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 First Amendment shall control to the extent of any such conflict or ambiguity.
- **SECTION 13.** The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.
- **SECTION 14**. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached,



should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 15. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First 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 First Amendment.

SECTION 16. This First 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 First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE AND AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS FOLLOW



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

	CITY:	
APPROVED AS TO FORM:	CITY OF PE	EMBROKE PINES, FLORIDA
	BY:	
Print Name:OFFICE OF THE CITY ATTORNEY	MAYO	OR ANGELO CASTILLO
ATTEST:	BY:	
	CHAR	LES F. DODGE, CITY MANAGER
GABRIEL FERNANDEZ, CITY CLERK		
	MEDICAL	DIRECTOR:
	S KATZ, IN	Signed by:
	Signed By: _	91F29A125BF8420
	Printed Nam	e: Steven Katz
	Title:	Medical Director
	Date:	October 1, 2025



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.
- 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 A	FFIANT SAYETH NAUGHT.
DATE:	October 1, 2025
ENTITY:	S Katz, Inc.
SIGNED BY	Signed by:
NAME:	91F29A125BF8420
TITLE	Medical Director

Exhibit "B"

Medical Director Services for EMT Training Program

Upon the establishment and commencement of an EMT Training Program by the City of Pembroke Pines, MEDICAL DIRECTOR shall serve as the physician responsible for the medical oversight and direction of the Pembroke Pines Fire Rescue Department's Emergency Medical Technician (EMT) Training Program. This role shall be performed in accordance with Chapter 401, Florida Statutes, and Rule 64J-1, Florida Administrative Code, including but not limited to Rule 64J-1.004(4) regarding EMT training program responsibilities. The Medical Director agrees to provide the following services:

Medical Oversight & Accountability

- Assume medical responsibility for all clinical aspects of the EMT Program.
- Ensure compliance with all applicable federal, state, and local laws, regulations, and standards governing EMT training.
- Maintain qualifications as required by 64J-1.004, including current licensure as a Florida M.D. or D.O.

Curriculum and Program Review

- Be responsible for the instruction of the Department of Transportation (DOT)-approved EMT curriculum as adopted by 64J-1.008, F.A.C.
- Review, approve, and provide ongoing input into course content, skills training, and evaluation processes.
- Authorize student scope of practice during clinical and field internship experiences.

Clinical and Field Experience Oversight

- Approve all clinical and field training sites and establish criteria for preceptors.
- Provide written documentation to the Department of Health confirming approval of policies, procedures, and methods used for instructor and preceptor orientation.
- Review and approve student testing procedures, evaluators, and assessment tools for final written (cognitive) and practical (psychomotor) examinations.

Student Competency and Certification

- Evaluate student performance and certify that graduates have successfully completed all required phases of the educational program.
- Confirm that EMT graduates are proficient in Basic Life Support (BLS) skills consistent with Florida requirements.
- Provide written documentation to the Department of Health verifying student proficiency prior to program completion.

Quality Assurance

- Develop, implement, and participate in quality assurance systems for the EMT Program, including review of program outcomes, certification exam pass rates, and student performance data.
- Participate in state and local quality assurance and data collection programs, as required by Rule 64J-1.004(4)(e).

Direct Involvement and Instruction

- Be available for a minimum of four (4) hours per month for classroom teaching or review of student performance.
- Provide at least ten (10) hours per year of direct contact with EMS field-level providers, in accordance with Rule 64J-1.004(4)(f).

Medical Protocols and Guidance

- Develop, authorize, and oversee medical protocols and standing orders for the EMT Program that are evidence-based and within the approved EMT scope of practice.
- Ensure students perform only those procedures permitted by law and under appropriate supervision.

Liaison and Representation

- Act as a liaison between the EMT Program, local EMS providers, hospitals, and regulatory authorities.
- Represent the EMT Program in interactions with state agencies and accrediting bodies regarding medical oversight matters.

Compliance and Documentation

- Maintain all records, approvals, and reports required to demonstrate program compliance with Rule 64J-1.004(4) and Rule 64J-1.008, F.A.C.
- Cooperate fully with audits, inspections, and reviews conducted by the Florida Department of Health or other oversight entities.