



**TENTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
CALVIN, GIORDANO & ASSOCIATES, INC.**

THIS AMENDMENT ("Tenth Amendment"), dated this ____ day of _____, **2021**, is entered into by and between:

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

and

CALVIN, GIORDANO & ASSOCIATES, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **1800 Eller Dr., Suite #600, Fort Lauderdale, FL 33316**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **July 1, 2009**, the Parties entered into the Professional Services Agreement pursuant to Request for Proposals "RFP" F109-05 for the provision of plan review, inspection and other building department related services ("Original Agreement"), for an initial **five (5) year period**, which expired on **June 30, 2014**; and,

WHEREAS, the Original Agreement authorized the annual renewal of the Agreement at the expiration of the initial term unless notice of intent not to renew is provided not less than one hundred eighty (180) days prior to the expiration of the Agreement; and,

WHEREAS, on **April 27, 2011**, the Parties executed the First Amendment to the Original Agreement to update the provision for Public Records, and to include Article 10, entitled "Legal Obligations" for the payment of taxes, and Article 11, entitled "Special Conditions" for conflicts of interest; and,

WHEREAS, on **July 17, 2014**, the Parties executed the Second Amendment to the Original Agreement, as amended, for the first one (1) year renewal term, which expired on **June 30, 2015**; and,

WHEREAS, on **July 1, 2015**, the Parties executed the Third Amendment to the Original Agreement, as amended, for the second one (1) year renewal term, which expired on **June 30**,



2016; and,

WHEREAS, on **April 6, 2016**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to enter into a third one (1) year renewal term, which expired on **June 30, 2017**; and,

WHEREAS, on **June 22, 2017**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, for the fourth one (1) year renewal term, which expired on **June 30, 2018**; and,

WHEREAS, on **April 9, 2018**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, for the fifth one (1) year renewal term, which expired on **June 30, 2019**; and,

WHEREAS, on **November 20, 2018**, the Parties executed the Seventh Amendment to the Original Agreement, as amended, for the sixth one (1) year renewal term, which expired on **June 30, 2020**; and,

WHEREAS, on **June 3, 2020**, the Parties executed the Eighth Amendment to the Original Agreement, as amended, for the seventh one (1) year renewal term, which expired on **June 30, 2021**; and,

WHEREAS, pursuant to CITY Code of Ordinances §35.29(C) the Parties executed the Ninth Amendment to the Original Agreement, as amended, to extend the term thereof to **December 28, 2021**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to amend the Original Agreement, as amended, to allow for a renewal term of **five (5) years and six (6) months**, in accordance with the terms and conditions set forth herein, and to allow for **two (2) additional three (3) year renewal terms** upon the mutual consent of the Parties, set forth in amendments hereto; and,

WHEREAS, the Parties further desire to revise and amend the Original Agreement, as amended, to **increase the percentage of gross revenue to be retained by CITY from ten (10) percent to eleven-and-one-half (11.5) percent**, to include **a provision related to check and credit card processing fees**, and to supplement the terms contained therein as set forth in this Tenth 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. Any language contained in this Tenth Amendment, or any subsequent amendment, which is in ~~strikethrough 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. Pursuant to the terms of this Tenth Amendment, the Original Agreement, as amended, is hereby renewed for **five (5) years and six (6) months** which shall commence on **December 29, 2021** and may naturally expire on **June 30, 2027**. Thereafter, the Original Agreement, as amended, may be renewed for **two (2) additional three (3) year renewal terms** upon the mutual consent of the Parties, evidenced by written amendments to the Original Agreement, as amended.

SECTION 4. Section 2.4, of the Original Agreement, as amended, entitled “Timeframes for Performance” is hereby revised and amended to clarify the plan review response time by permit type, as set forth below:

“2.4 Timeframes for Performance. Plan reviews shall be performed in accordance with the following schedule:

- | | |
|---|------------------------|
| 1. Building Permits (Minor) | 1 Business Day |
| 2. <u>Building Permits (Median)</u> | <u>5 Business Days</u> |
| 3. Building Permits (Major) | 10 Business Days |
| 4. Single-Family Homes | 10 Business Days |
| a. (New Construction, Major Renovation) | |
| 5. Commercial Improvements | 5 Business Days |
| a. (Minor, including signs) | |
| 6. Commercial; Improvements (Major) | 10 Business Days |
| a. (Multi-Family Residential) | |

Performance timeframes are set for plan review for the Contractor controlled building staff; Contractor is not responsible for City staffed departments (Fire, Zoning, and Engineering).

“Building Permits (Minor)” shall be defined as the building department portions of fence permits, AC and water heater change out permits, and minor electrical change out work.

“Building Permits (Median)” shall be defined as the building department portions of re-roof, driveway, windows, doors, garage doors and all other single discipline job type permits not previously listed.

“Building Permits (Major)” shall be defined as the building department portions of tenant build outs, new home construction, and major renovations and all other multi discipline job type permits not previously listed.



All inspections performed under this Agreement shall be conducted within one (1) business day of the request (if received prior to 3:00 PM EST). Inspection requests shall be submitted by the applicant or their representative to the building department by voicemail, email or online via the permitting software. In order to ensure public safety, response to hazards, nuisances, and Florida Building Code violations, reports will be performed within one (1) business day of receiving notice. The CONTRACTOR shall provide an inspector to meet this "on call" requirement. Responses to inquiries from the general public shall be provided by the CONTRACTOR within two (2) business days."

SECTION 5. Article 4, of the Original Agreement, as amended, entitled "Payment" is hereby revised and amended to update the total compensation due to CITY and Contractor, to provide for Check and Card Processing Fees, and to define Gross Revenues. As such, Article 4, of the Original Agreement, as amended, shall be revised and amended as set forth below:

"**4.1** CONTRACTOR's employees shall be responsible for collecting and maintaining all fees and payments associated with the performance of this Agreement on behalf of the CITY. The CITY shall receive an annual payment of ~~\$181,393.79~~ ONE HUNDRED EIGHTY EIGHT THOUSAND, NINE HUNDRED THREE DOLLARS AND 88/100 CENTS (\$188,903.88), payable in monthly installments of ~~\$15,116.15~~ FIFTEEN THOUSAND, SEVEN HUNDRED FORTY ONE DOLLARS AND 99/100 CENTS (\$15,741.99) per month. Pursuant to Section 5.2 of this Agreement, the CITY shall further receive a monthly rental payment from the CONTRACTOR. On or before the 5th day of each month, the CITY shall receive from the CONTRACTOR a total payment in the amount of ~~\$29,929.95~~ THIRTY ONE THOUSAND, ONE HUNDRED SIXTY NINE DOLLARS AND 15/100 CENTS (\$31,169.15) plus all applicable taxes. Contractor revenue is comprised of fees collected minus the above payments. CITY shall receive ~~ten percent (10%)~~ eleven and a half percent (11.5%) of the gross revenues collected ~~in excess of \$4,000,000.00~~ by CONTRACTOR for the building department related services as more particularly described in Section 4.5 below. All fees and costs set forth herein shall be increased or decreased from the current contract fees and costs annually each July 1st, commencing July 1, 2022, by the April to April change in the Consumer Price Index ("CPI") for "All Urban Consumers for the Miami-Fort Lauderdale-West Palm Beach Area, Florida" as published by the U.S. Department of Labor Statistics or its successor agency.

4.2 This Article shall be reviewed and revised pursuant to the mutual consent of the Parties upon each renewal.

4.3 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 2 18, Florida Statutes.

4.4 CITY shall be responsible for the Check and Credit Card Processing Fees associated with CITY's intake and permitting processes, including the Check and



Credit Card Processing Fees associated with permit fees, planning and zoning fees, engineering fees, fire fees, certificate of occupancy ("CO") fees, and impact fees. CITY reserves the right to pass on these fees to the customers as deemed appropriate by the CITY.

4.5 "Gross Revenue" as referenced in Section 4.1 above, shall be defined as the net of all revenue for permit services collected by the building department less (minus) all revenue generated for non-building related services as more particularly described below. Non-building related services would include fees associated with:

- Fire Building Permit Review Fees;
- Zoning Building Permit Review Fees;
- Engineering Building Permit Review Fees and Engineering Site Improvement Fees;
- Impact Fees;
- Fees Charged at issuance of Certificate of Occupancy ("OC") which include the: Water and Sewer Connection Fees; Fire Fee; Police Fee; Interim Fire Protection Assessment; and shall exclude the Certificate of Occupancy Fee (which is to be considered a building related fee);
- Government (federal, state, and county) fees and taxes; and,
- Any permit fees waived for City construction and related work.

SECTION 5. Section 5.2, of Article 5 of the Original Agreement, as amended, entitled "Local Office Requirements" is hereby amended as set forth below:

"5.2 CONTRACTOR shall make monthly rental payments in the amount of FIFTEEN THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS AND 16/100 CENTS (\$15,427.16) \$14,813.80-per month plus applicable taxes for a total annual rent of ONE HUNDRED EIGHTY-FIVE THOUSAND, ONE HUNDRED TWENTY-FIVE DOLLARS AND 92/100 CENTS (\$185,125.92) \$177,765.66 plus taxes. Rental payments shall be paid to the CITY on the 5th day of each month in accordance with Section 4.1, above."

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-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 Tenth Amendment, the Ninth Amendment, the Eighth Amendment, the Seventh Amendment, the 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 Tenth 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, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, and this Tenth Amendment, shall remain in full force and effect, except as specifically modified herein.

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

SECTION 11. Each person signing this Tenth Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Tenth 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 Tenth Amendment.

SECTION 12. This Tenth 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 Tenth 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



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:

MARLENE D. GRAHAM, CITY CLERK

BY: _____
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

Print Name: _____
OFFICE OF THE CITY ATTORNEY

BY: _____
CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed By: _____

Print Name: _____

Title: _____