

## **Cloud GIS Managed Services**

### **Contract Name:**

City of Pembroke Pines, FL SOW (5-1-2025 to 4-30-2028)



1501 Belle Isle Avenue  
Suite 110 PMB1047  
Mount Pleasant SC 29464  
[info@roktech.net](mailto:info@roktech.net)

Jan 22, 2025

City of Pembroke Pines, FL  
601 City Center Way  
Pembroke Pines, Florida  
33025

Dear Matthew,

We sincerely appreciate your continued interest in our GIS Support and Managed Services to support your Enterprise GIS. Enclosed within this document are comprehensive details regarding our offerings and their corresponding costs. Should you require any additional information or assistance, please feel free to reach out to me directly.

Once again, thank you for considering our services. We eagerly anticipate the opportunity to continue to support your program and contribute to its success!

Sincerely,

Rudy Ruvalcaba  
Client Success Director  
ROK Technologies, LLC  
1501 Belle Isle Pkwy | Mount Pleasant, SC 29464  
p: | m: +1 9095613631 | e: rruvalcaba@roktech.net

## 1. Introduction

ROK has been delivering GIS Cloud Managed Services for over a decade. As an Esri Platinum Partner, our sole focus is architecting, deploying and managing the ArcGIS® Enterprise suite and Desktop applications in cloud and hybrid environments. We serve hundreds of organizations in multiple verticals ranging from Fortune 500 companies to small local municipalities.

City of Pembroke Pines, FL (hereafter referred to as "Client") has engaged ROK Technologies, LLC (hereafter referred to as "ROK") to perform implementation and managed services related to and in support of Client's AWS environment and Esri ArcGIS® Enterprise software.

This Statement of Work ("SOW") dated 05-01-2025 sets forth the scope of services, support, roles and responsibilities identified and agreed upon in addition to the terms and conditions under which the services shall be conducted.

ROK appreciates your investment and is dedicated to supporting the health and efficiency of its essential GIS and IT resources.

## 2. ROK's GIS Cloud Support and Managed Services

This section outlines the General, Esri Software, and Infrastructure related ongoing Managed Services the ROK Team will provide Client for the new Enterprise GIS environment. Our goal is to take the GIS and IT management off your plate so you can focus on what you do best!

### General Services

#### Dedicated Client Success Manager

ROK's primary goal is to provide Client with flawless service, becoming an extension of Client's technical team of experts. Serving as Client's single point of contact, ROK Technologies assigned Client Success Manager's primary responsibilities shall include:

- Understanding Client's business needs
- Managing Client's ROK Technologies entitlements
- Accelerating the delivery of ROK's Technical Services
- Scheduled Business Reviews

#### Client Support

Client Support Tickets can be submitted 24 hours a day, 7 days a week via the Client Gateway or our toll-free support line which will be provided after execution of contract. Additional support details can be found in **Exhibit D**.

## Esri Software Support and Services

The goal of ROK's Esri Commercial Off-the-Shelf ("COTS") Support and Services is to ensure your Enterprise stays up to date with the latest upgrades, configurations, and updates to meet your organizational requirements. In order for ROK to provide the following services, Client agrees to provide the ROK Team with the following access:

### Software Services Requirements:

- Client provides Esri Administrator "My.Esri" License Access to ROK
- ROK's Monitoring Agent installed in the Cloud Environment
- Client provides Virtual Machine Administrator Access to ROK

### Software Services - Incident Tracking

- Receive and respond to incidents reported by the Client in accordance with the service levels defined in **Exhibit D**.
- Record and track each incident in ROK's case management system.
- Periodically report the current status of the incident to designated Client personnel based on severity of issue outlined in **Exhibit D**.
- Communicate the steps taken to ultimately resolve the incident.

### Esri Software Configuration Assistance

- Collect information from Client regarding the scope of the change requested, the motivation for the change, and the expected results.
- Investigate the potential impact of the change, in terms of desired results and unintended consequences.
- Determine the steps necessary to implement the change while mitigating risk.
- Recommend a course of action to Client.
- Implement changes in accordance with the plan of action upon Client authorization.
- Record the change in accordance with Client's change management processes.

### Esri COTS Application Upgrades, Patches and Updates

- Upon request, ROK's Managed Services Team will upgrade and configure Esri COTS to the desired version. Additionally, upon request, ROK's Managed Services will install critical and optional patches as they are released.

ROK will communicate critical upgrade and patching opportunities for Esri COTS. If desired, both parties will work to schedule a day and time to complete the upgrade and/or patching that limits disruption of service.

- Upon request, ROK's Managed Services will install and configure new Esri COTS as desired by Client.

- Esri critical security patches will be reviewed by ROK for potential impact and applied based on an agreed upon schedule.

## Third Party Integrations

One of the benefits of having a managed service provider is that you'll always have a cloud-GIS expert on your side. This can be particularly beneficial when it comes to the complexities of integrating your GIS system with other third-party products. ROK's role in assisting you with these integrations includes the following:

- Addressing any IT considerations in relation to ArcGIS or your cloud environment (opening ports, configuring certificates, users, etc.)
- Providing reasonable third-party access as requested and defined by our customers.
- Configuring the ArcGIS platform for integrations, as specified by the selected third party.

## Infrastructure Support and Services

The primary goal of ROK's infrastructure support is to reduce the risk of system failure and to mitigate the impact of unplanned outages should they arise. The scope, deliverables, and terms of ROK's Infrastructure Support services are described below in the following sections and **Exhibit C**.

### Infrastructure Services

**Management of OS Updates and Patches** | ROK Managed Services handles the deployment of critical and security updates to your managed virtual machine operating systems. OS Patching activities help keep your resources current and secure and are automated and monitored as they are released. Any non-critical/security OS patches and other non-managed (IE NOT ESRI) applications are not the responsibility of ROK. Clients can work with ROK to identify any additional OS patches of concern and ROK will install. Non-managed applications are not the responsibility of ROK, unless explicitly agreed to.

**Infrastructure Monitoring and Response** | ROK Managed Services monitors the overall health of your ArcGIS infrastructure resources and handles the daily activities of investigating and resolving alarms or incidents. Committed to a 2-hour maximum response time, in the event of an instance failure, our team would take appropriate action to help minimize or avoid service interruption.

**Infrastructure Changes** | ROK assumes the responsibility of rightsizing, adding, and removing GIS and associated Cloud infrastructure as necessary, pending client approval. In emergency response situations, the client grants ROK the authority to implement modifications, ensuring uninterrupted uptime for the environment

**BackUp and Retention** | ROK assumes the responsibility of running and retaining the backups of the VMs and Enterprise GeoDatabases per the frequency and duration listed on the BackUp and Retention Table.

**Virtual Desktop Management** | ROK provides ongoing support for ArcGIS Pro and/or Desktop on your VDI Solution. The management of any additional software or application is the sole responsibility of the Client and ROK cannot be held liable for any inherent security or performance issues introduced.

### **3. Exclusions – ROK Service and Support does not include the following:**

- Debugging custom components, applications, code, or models
- Customization of solutions, templates, or tools; including unsupported software functionality. Please contact Esri's consulting services for assistance in this area.
- Workflow design, data processing, data design, or software training. Please explore Esri's training resources or contact Esri's consulting services for assistance in these areas.
- Issues specific to third-party hardware, software, technology, or peripherals not provided by Esri
- Questions related to product pricing, license agreements, or contracts. Please contact Esri Sales for more product information.
- Web or Mobile Application Development
- Data editing and analysis
- ArcGIS Monitor interpretation and analysis
- Script authoring and maintenance

### **4. Assumptions**

ROK's delivery of the services defined by this Agreement is based on the assumptions described below. Any deviation from these assumptions might impact the scope of services to be provided and associated fees:

- ROK Technologies shall primarily render Support services remotely, while making use of current technologies that provide remote access and control of the supported systems where available.
- Client shall permit the use of remote access technologies that enable ROK Technologies to render services remotely.

### **5. Scheduling**

As part of these offerings, ROK Technologies will conduct proactive scheduling with Client. As scheduling changes arise, Client shall contact ROK Technologies one (1) to two (2) weeks in advance where possible. The ROK Technologies Technical Operations Team will make a best effort to accommodate special requests.

### **6. Change Control Policy**

As ROK Technologies and Client collaborate on this Service Level Agreement, it is possible that either party will find reasons to change the scope of this Agreement. In the event that Client would like to discuss the addition or subtraction of specified, agreed upon services, Client will submit a Service Request to ROK. Client's, ROK Technologies Account Manager will make contact within one (1) business day to review or schedule a review of this request.

Client or ROK may request changes that would increase or otherwise modify this SOW. Such changes or additional services must be in accordance with the City of Pembroke Pines Code of Ordinances and must be contained in a written amendment to this SOW executed by the Parties hereto prior to any deviation from the scope herein described. ROK's Project Manager will maintain written documentation of any requested changes to this SOW and all communication related to such change(s), ROK will provide such documentation to the City of Pembroke Pines' designated point of contact upon request. ROK and City of Pembroke Pines shall work together in good faith to assess the impact of the change and determine whether the proposed change shall be accepted or rejected and shall enter into a written amendment to this SOW if accepted.

## 7. Disclaimers

In addition to the disclaimers and limitations set forth in **Exhibit D** Master Services Agreement (MSA), Client understands and agrees as follows with respect to the Managed Services rendered hereunder:

ROK is not responsible for the loss of data caused by the action(s) of Client. No warranty or service contract covers infection of any system with a virus introduced by Client. All work necessary for ROK Technologies to remove viruses will be billed to Client. Work performed under a service contract is governed by the terms of said service contract.

The uptime, support requirements, and response times set forth in this SLA shall not be binding upon ROK for any occurrence, failure of service, or other malfunction caused by Client, any employee, vendor or other agent of Client, or any inability of ROK to obtain the minimum access to Client's system.

## 8. Acceptance

This Agreement constitutes the full agreement between ROK and Client for the Managed Services described herein.

Upon execution by the Parties, this Statement of Work, or "SOW" issued under, integrated with, and governed by the Master Services Agreement "Exhibit D" between the Parties. Capitalized terms not defined in this SOW shall have the meaning ascribed to them in the MSA.

The undersigned parties acknowledge their acceptance of this SOW and the terms and conditions described herein. Furthermore, the undersigned parties certify that they are authorized representatives of their respective companies with full authority to sign this SOW and enter into this Agreement on behalf of their respective organizations.

## 9. Term, Pricing, and Billing

The Managed Services hereunder are billed Annually. The billing amount for this SOW shall be based on the services described in the table below. Terms of payment are Net 30 Days. Late fees will be applied on invoices greater than sixty (60) days from the date invoiced and can result in suspension of services.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Prices applicable to Client do not include applicable state and local sales, use and related taxes. The Client is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request Client will provide Company with proof of tax-exempt status.

<b>Services</b>	
<b>Esri Software Support</b>	
<b>Cloud Infrastructure Support Services</b>	
<b>Virtual Desktops</b>	4
<b>Monthly Cost</b>	<b>\$5,077.00</b>
<b>Term</b>	<b>36 Months</b>

The initial term of this SLA shall begin on 05-01-2025 and expire on 04-30-2028. Upon expiration, the Parties may mutually agree to extend the term of this SLA as set forth in a written amendment signed by the parties hereto.

Infrastructure and services will be reviewed on an ongoing basis. Should City of Pembroke Pines, FL require a change in resources that differ from those listed in this SLA, ROK Technologies will communicate the necessary changes to City of Pembroke Pines, FL along with the associated costs/savings.

Any general price increase will be communicated in writing at least one hundred and twenty days (120) prior to the expiration date of the agreement. . General price increases will not exceed 7% of the applicable services in the prior term unless the pricing for the previous term was designated in the SLA as promotional or one-time.

Payments are due 30 days from receipt of the invoice. Non-payment after 60 days can result in suspension of service.

Exhibits A through E are hereby incorporated into the provisions of this contract.

**Contract Term:** 36 months

**Contract Start Date:** 05-01-2025

**Contract End Date:** 04-30-2028

**Payment Option:** Annually

**Agreed to and Accepted By:**

**ROK Technologies, LLC**

**Signature:** 

**Name:** Alexandra Coleman

**Title:** CEO, ROK Technologies

**Date:** 03/14/2025

**Client**


**Signature:**   
DocuSigned by:  
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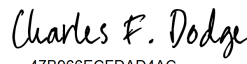
**Name:** Angelo Castillo

**Title:** Mayor

**Date:** April 7, 2025

**Verification:**

APPROVED AS TO LEGAL FORM  
  
OFFICE OF THE CITY ATTORNEY  
DATED: 3/10/25  
EMMANUEL S. GOLD

DocuSigned by:  
  
47B966ECFDAD4AC...

Charles F. Dodge

City Manager

## Exhibit A: Environment Overview

### Infrastructure Details Table

Environment	Name	Version	Qty	Up time %	OS (GB)	Data (GB)	Log (GB)	Server Size
Production	AWS - ArcGIS Portal	10.9.1	1	100	100	100		4 vCPUs 16GB RAM
Production	AWS - ArcGIS Relational DataStore	10.9.1	1	100	100	100		4 vCPUs 16GB RAM
Production	AWS - ArcGIS Server	10.9.1	1	100	100	100		4 vCPUs 16GB RAM
Production	AWS - Citrix Server		1	100	100			8 vCPUs 32GB RAM
Production	AWS - File Server		1	100	100	500		2 vCPUs 8GB RAM
Production	AWS - SQL Server		1	100	100	200		4 vCPUs 16GB RAM
Production	AWS - Web Server		1	100	100			2 vCPUs 8GB RAM
Production	Citrix Workspace License(s)		4					
	AWS - Active Directory		1					
	AWS - S3 Bucket - 1TB		2					

### Items Added/Changed

Environment	Name	Version	Qty	Up time %	OS (GB)	Data (GB)	Log (GB)	Current Server Size	New Server Size
Production	AWS - Web Server		1	100	100			2 vCPUs 4GB RAM	2 vCPUs 8GB RAM

## Applications

Environment	Server	Application
Production	ArcGIS Portal Server	Portal for ArcGIS
Production	ArcGIS Relational Data Store	ArcGIS Datastore
Production	ArcGIS Server	ArcGIS Server
Production	File Server	ArcGIS License Manager
Production	Web Server	ArcGIS Web Adaptor
Production	Web Server	ArcGIS Web Adaptor
Production	Web Server	ArcGIS Web Adaptor

## Integrations

The following table lists integrations and interfaces that will be included in the Enterprise GIS environment. These are shown in alphabetical order. ROK's role in assisting CLIENT with these integrations includes the following:

- Addressing any IT considerations in relation to ArcGIS or the cloud environment (opening ports, configuring certificates, users, etc.)
- Providing reasonable third-party access as requested and defined by Client.
- Configuring the ArcGIS system for integrations, as specified by the selected third party.
- Client will be required to ensure all business interfaces and workflows are tested and working correctly.

## Integrations Table

Interface	Description
No App Integrations	N/A

### Virtual Desktop Solution(s)

Server	Server Size	OS Drive (GB)	Data Drive (GB)
AWS - Citrix Server	8 vCPUs 32GB RAM	100	

VDI Service	Qty	Description
Citrix Workspace License(s)	4	
<p>The VDI Solution is scoped to support the software and/or applications defined in the VDI Applications Table below. Any additional software and/or applications installed by Client or by ROK by request can impact performance and may result in a change in scope.</p>		

VDI Application(s)	Description
ArcGIS Desktop (ArcMap)	
ArcGIS Pro	
<p><b>ROK Supported Software</b> ROK supports ArcGIS Pro and Desktop on your VDI Solution. The management of any additional software or applications is the sole responsibility of the Client and ROK cannot be held liable for any inherent security or performance issues introduced.</p>	

## **Exhibit B: Content Summary**

**No content will be migrated into the Cloud environment as part of this SOW**

## Exhibit C: Support

### Client Support

Tickets can be submitted 24 hours a day, 7 days a week via the toll-free number which will be provided after execution of contract. Tickets may also be submitted any time via email or from the Client Gateway. Contact emails and Client Gateway information will be provided following execution of contract.

### Support Overview

**Client Gateway (“Gateway”):** ROK will provide the Client with unlimited access to Gateway support. Client will report malfunctions by accessing the Gateway and creating a service ticket or by sending an email to a dedicated support email address. A member of ROK’s Support Staff (“Support Staff”) will be assigned and Client will be contacted within a timeframe defined by the severity of the Malfunction. If the Support Staff member handling a request is unable to provide adequate assistance to Client for such requests hereunder, ROK will supply one or more alternative Support Staff members who are able to respond to the request to Client’s reasonable satisfaction. All support ticket activities, findings, and resolutions will be tracked in the customer portal for future reference.

**Telephone Support Service:** ROK will provide to Client unlimited access to 24/7 Telephone Support (“Telephone Support”) via a toll-free number. Client will report Malfunctions by calling the Telephone Support number. A member of the Support Staff will be assigned to the Malfunction, and Client will be contacted within the timeframe defined by the severity of the Malfunction.

### Severity of Malfunctions

ROK will correct Malfunctions as provided herein. “Malfunction” shall mean a failure by the Services to operate as required by this Agreement. The definitions of the Malfunction Severity classifications are as follows:

**Severity Level 1:** A problem which renders the Services inoperative, causes a significant and ongoing interruption to the end-user’s business activities or causes a loss or corruption of data, where either the entire company or large groups of users are affected.

**Severity Level 2:** A problem which causes the Services to be intermittently inoperative, disrupted or malfunctioning and which materially interferes with Client’s use of the Services, for the entire company or large groups of users.

**Severity Level 3:** A problem which causes the Services not to function in accordance with applicable specifications, for small groups or individual users, but which causes only a minor impact on Client’s use of the Services and for which an acceptable circumvention is available.

**Severity Level 4:** Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications

## Correction of Malfunctions

ROK will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Agreement. The definitions of the Malfunction classifications are as follows:

**Report of Malfunction** With respect to a report of any Malfunction, Client personnel making such a report will describe to the Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, based upon the criteria of the Severity Definition, classify the Malfunction as a Severity Level 1, 2, 3 or 4 Malfunction.

**Critical Malfunctions** If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Client's reasonable satisfaction through communication with the Support staff within two (2) hours after ROK receives the description of the Malfunction, ROK will: (1) escalate the problem to additional members of Support Staff and ROK's Client Success Manager; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to Client of the steps taken and to be taken to resolve the problem, the progress to correction, and the estimated time of correction, and update that report every two (2) hours until the Critical Malfunction is resolved.

**ROK's Level of Effort** ROK will work continuously until any Critical Malfunction, of which a correction or workaround has not been achieved, has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within two (2) days ROK will work continuously, during normal ROK working hours, try to resolve any Severity Level 1 or 2 Malfunction. ROK and Client will mutually agree upon a schedule within which to resolve any Severity Level 3 or 4 Malfunction.

**Action Required from ROK** For Critical Malfunctions, ROK will work to provide an immediate correction, which will then be promptly implemented for the Client staff to test. For a Severity Level 3 or 4 Malfunction, ROK will provide a correction as promptly as reasonably achievable.

## Backup Frequency and Retention Period

ROK Technologies provides 24/7 monitoring and management of backup and retention processes for Virtual Machine (VM) attached disks and SQL Server instances to ensure data integrity and availability. Backup specifications and retention details are listed below. Backup failures trigger immediate alerts, and corrective actions are taken promptly. Clients are responsible for notifying ROK Technologies of any changes in backup requirements.

Service	Qty
VM and Volume - Daily Full Backup (#/day)	2
VM and Volume - Daily Full Backup Retention (mo)	1
VM and Volume - Monthly Full Backup Retention (mo)	12
SQL Server - Daily Differential Backup (#/day)	6
SQL Server - Daily Differential Backup Retention (mo)	1
SQL Server - Weekly Full Backup (#/week)	1
SQL Server - Weekly Full Backup Retention (mo)	1
SQL Server - Monthly Full Backup Retention (mo)	12

## Exhibit D: Master Services Agreement

This Master Services Agreement (the “**MSA**”) is effective as of 5/1/2025 12:00:00 AM (the “**Effective Date**”) by and between ROK Technologies, LLC (“**ROK**”) and Client. ROK and Client are each individually referred to herein as a “**Party**” and collectively as the “**Parties**.” This MSA shall govern the Parties’ relationship as more fully described in Statements of Work (each, an “**SOW**”) agreed upon between the Parties pursuant to the terms of this MSA. This MSA anticipates the execution of various written SOWs with the Statement of Work (“**SOW**”) dated 05-01-2025 being the first one, and the following terms shall apply to such SOWs. The MSA, SOW and all exhibits, addendums and/or amendments thereto are collectively referred to herein as the “**Agreement**.”

### A. RECITALS

ROK is in the business of architecting, hosting and managing the infrastructure for geographical information system—or “**GIS**”—computing systems.

1. Client seeks to hire ROK to provide certain Services in relation to Client’s own GIS Platform, and ROK desires to provide the Services pursuant to the terms and conditions of this Agreement.
2. NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### B. SELECT DEFINITIONS

“**Client’s Platform**” or the “**Platform**” means the collection of Client’s data and applications managed by ROK pursuant to this Agreement.

1. “**Managed Services**” means the management of Client by ROK pursuant to a Service Level Agreement.
2. “**Tenant**” means Client if Client’s Platform is hosted by ROK on ROK’s cloud-based systems.
3. “**Professional Services**” means any and all Services rendered by ROK to Client pursuant to an SOW other than Managed Services, such as consultation, data assessment and recommendations, and so forth.
4. “**Services**” means any and all Services rendered by ROK to Client pursuant to an SOW, including all Managed Services and Professional Services.
5. “**Service Level Agreement**” or “**SLA**” means a type of SOW that sets forth the specific terms applicable to ROK’s provision of Managed Services.

### C. SERVICES

**Services.** Services will be provided by ROK pursuant to the terms and conditions of this Agreement and any applicable SOW—including, where applicable, a Service Level Agreement.

ROK may use subcontractors (under separate contract to ROK) to perform the Services, or portion(s) thereof.

### D. SOWs

1. **Form of SOW.** ROK will not proceed with performing Services until both Client and ROK have signed the applicable SOW. Each SOW, once signed by both Parties, will become a part of this Agreement. Each SOW must be in writing and should include, at a minimum:
  - a. Description of Services and deliverables in sufficient detail to gauge the successful progress and completion of the Services;
  - b. Period of duration expected date(s) of completion (by phase/milestone or entire project) or delivery of deliverables, and/or other performance timetable;
  - c. If applicable, designated means of performance, including identification of any particular roles or individuals required to participate in the Services;
  - d. Resources required from Client for performance of the Services, such as access to particular information, systems, or environments, involvement of specific personnel, and so forth;
  - e. If applicable, acceptance criteria and testing period, permissible reasons for rejection and ROK's duty to remedy the same, if any;
  - f. Fees owed to ROK for the Services, along with method of computation (e.g., fixed fee or hourly rate) and timing/conditions of payment (e.g., milestone-based);
  - g. Description and estimated amounts of any significant reimbursable expenses expected to be incurred; and
  - h. Identification of the Client department responsible for overseeing the project and Client's employee designated as project owner.
2. **Amendment.** SOWs may only be amended by a written document signed by each Party's authorized representative, and per the change management procedures set forth therein.
3. **Governance.** Each SOW will, upon execution by both of the Parties hereto, be incorporated into and become part of this Agreement. In the event of any conflict between this Agreement and any SOW, the terms and conditions of the applicable SOW shall control as to the specific deliverables and Services addressed in said SOW, and this Agreement shall control as to all other matters.

## E. PRICING

1. **Pricing.** Prices for Services will be specified in one of the following, as applicable to the Services to be provided:
  - a. Those specified in ROK's then-current price list
  - b. Those specified in a written price quotation submitted by ROK; or
  - c. Those specified in the SOW; or
  - d. Incidental extra fees agreed-upon by the Parties from time to time
2. **Taxes.** All prices are exclusive of any taxes, fees, duties or other applicable amounts. Client shall pay the taxes related to Services purchased pursuant to this Agreement, or Client shall present an exemption certificate acceptable to the taxing authorities upon request. Applicable taxes, if any, will be billed as a separate item on the invoice. ROK reserves the right to increase the fees for Services in the event Client determines any withholding tax obligation prevents ROK from receiving the specified prices for such Services.

## F. PAYMENT AND INVOICING

**Payment.** Unless otherwise indicated in a SOW, payment terms are net 30 days. Any sum not paid by Client within sixty (60) days from the date of the invoice will bear interest from the date of the invoice until paid at the maximum rate permitted by law.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Prices applicable to Client do not include applicable state and local sales, use and related taxes. The Client is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request Client will provide Company with proof of tax-exempt status.

1. **Invoicing.** As set forth below, ROK will invoice Client depending on the type of Services:
  - a. For Managed Services, unless otherwise agreed by the Parties in the applicable SOW, ROK will invoice Client for such Services, and payment will be due, in advance of performance of the same.
  - b. For Professional Services, ROK will invoice Client per the SOW's invoicing schedule. Invoices may contain multiple milestones or a single invoice at the start or end of the project. Unless otherwise mutually agreed upon in writing or via a change management procedure, the total invoiced amounts for SOW milestones shall not exceed the total amount agreed upon in the SOW. If a SOW does not contain a milestone schedule, ROK will invoice Professional Services performed under such SOW as set forth in such SOW.
2. **Deposit.** ROK reserves the right to charge Client a deposit for payment on any SOW.
3. **Disputed Charges.** Written notice of any disputed charge must be received by ROK within thirty (30) calendar days of the date of issuance of the invoice in question or Client forfeits the right to dispute the charge. This notice must include the invoice number in dispute, the item(s) and amount(s) disputed and a complete description of the basis for Client withholding payment. Notice of any disputed charge does not release Client from the obligation of paying any remaining balance of the invoice under the terms specified. Upon resolution of the disputed charge, ROK will issue a credit memo or Client will pay the total amount outstanding referenced by the dispute. Any disputed charge resolved in ROK's favor shall be liable to accrue late payment fees based on the terms of purchase.
4. **Collections.** If payment has not been received within the three-month period after the due date, ROK will have no other option but to undertake collection and enforcement efforts. If collection and enforcement efforts are undertaken by ROK, Client shall be liable for all costs thereof, including reasonable attorneys' fees. If Client is in arrears on any invoice, ROK may, upon giving notice, apply any deposit thereto and suspend, withhold or terminate further performance of Services until all arrearages are brought current.

## G. TERM, SCOPE, AND TERMINATION

1. **Term.** The term of this Agreement will commence on the Effective Date and, unless terminated pursuant to this Section 7, shall remain in effect until the later of (1) three (3) years after the Effective Date or (2) sixty (60) days after completion of all rights and obligations by each Party under any SOW, so long as no other SOWs are outstanding.
2. **Change of Scope.** ROK reserves the right to change the scope and content of any of the Services upon client amendment approval.
3. **Termination.** This Agreement, and any Services being performed hereunder, may be terminated immediately by either Party upon written notice:
  - a. If the other Party breaches any of the material provisions of this Agreement and the breach is not capable of being cured or after providing thirty (30) days written notice to the breaching Party if the breaching Party fails to cure such breach within such period;
  - b. If the other Party: ceases, or threatens to cease to carry on business as a going concern; or becomes or may become the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to the whole or a substantial part of its assets; or an event similar to any of the foregoing occurs under applicable law;
  - c. If, except as provided below, either Party assigns (by operation of law or otherwise, including merger) or transfers any of the rights or responsibilities granted under this Agreement, any support agreement, or any SOW, without the prior written consent of the other Party, or in the event of a sale of all or substantially all of such Party's assets, or transfer of a controlling interest in such Party to an unaffiliated third Party. Notwithstanding the foregoing: ROK reserves the right to subcontract Services to any affiliate or third-party organization to provide Services to Client, and ROK may assign this Agreement or all or any portion of its rights and obligations hereunder, to any affiliate of ROK; and/or.

d. If fees are not paid when due and payment has not been received within thirty (30) days after notice from ROK to Client of such past due payment, ROK may suspend or withhold the provision of Services until all amounts past due are paid in full, and/or immediately terminate this Agreement or any Services provided hereunder.

e. Additionally, this Agreement may be terminated by Client for convenience, upon providing thirty (30) calendar days of written notice of such termination to ROK, in which event ROK shall be paid its compensation for services performed to termination date; any un-used and pre-paid portion of the contract amount remaining for the term shall be refunded.

#### 4. Effect of Termination

- a. If, following termination of this Agreement, the Parties execute an SOW, then any such SOW will be governed by the terms and conditions of this Agreement notwithstanding the earlier termination of this Agreement, unless and until the Parties execute a new MSA to govern the SOW.
- b. Each of the Services provided hereunder will terminate immediately upon termination of this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, the Parties' ongoing obligations under any non-terminated SOWs will continue through the end of their defined term, unless otherwise agreed by the Parties in writing.
- c. Upon termination of this Agreement or any Services, Client shall pay ROK for all work ROK has performed up to the Effective Date of termination at the agreed upon prices, fees and expense reimbursement rates.

#### H. BACKUPS; DATA LOSS OR CORRUPTION

1. **Data Loss or Corruption.** ROK is not responsible for any loss, alteration, destruction, damage, or corruption of data resulting from Client's introduction of a virus or other corrupting force (a "**Virus**"). Any warranty or service contract does not cover infection of any Client application or system with such as a Virus. Any virus not expressly introduced by ROK shall be deemed a Virus introduced by Client. ROK may, at its discretion, bill Client for the Professional Services required to remove a Virus and restore the system.

#### I. Client RESPONSIBILITIES AND RESTRICTIONS

1. **Tenant Responsibility for Certain Factors Affecting Uptime.** The service commitment and hourly or uptime commitment do not apply to any unavailability, suspension or termination of an included Service, or any other included Service performance issues: (i) caused by factors outside of ROK's reasonable control, including any force majeure event or internet access or related problems beyond the demarcation point of the applicable included Service; (ii) that result from any actions or inactions of Client or any third party, including failure to acknowledge a recovery volume; (iii) that result from Client's equipment, software or other technology and/or third party equipment obtained by Client, software or other technology (other than third-party equipment within ROK's direct control); (iv) that result from Client or third-party (including Cloud provider) policies or protocols inherited by ROK; (v) relating to compliance with laws applicable to Client's industry that are not generally applicable to information technology service providers; or (vi) arising from ROK's suspension or termination of Client's right to use the applicable included Service in accordance with the Agreement. If availability is impacted by factors other than those listed herein or used in ROK's monthly uptime percentage calculation, then ROK may issue a service credit to Client at its exclusive discretion.
  - a. For each individual Virtual Machine Instance, ROK will use commercially reasonable efforts to make the Single Virtual Machine Instance available with an Instance-Level Uptime Percentage of at least 99.5%, in each case during any monthly billing cycle. In the event any Single Virtual Machine Instance does not meet the Instance-Level Uptime Percentage, Client will be eligible to receive a Service Credit as described below.

**Instance Level Uptime Percentage**

Less than 99.5% but equal to or greater than 99.0%  
 Less than 99.0% but equal to or greater than 95.0%  
 Less than 95.0%

**Service Credit Percentage**

10%  
 30%  
 100%

**J. WARRANTY; DISCLAIMER AND LIMITATIONS**

**Services Warranty.** With respect to Services performed by ROK, ROK warrants to Client, unless otherwise specified in writing, that the Services as and when delivered or rendered, will conform to the standard of care exhibited by reasonably skilled contractors in the industry (network systems integration). Client shall notify ROK in writing within ninety (90) days after provision of the Services in question if any of the Services fail to conform to the standard of care set forth in this Agreement. The passage of the thirty (30) day period after provision of the Services without the notification described herein shall constitute Client's final acceptance of the Services.

1. **Third-Party Product Warranties.** With respect to particular products manufactured or supplied by third parties to ROK for resale to Client, ROK MAKES NO WARRANTIES OF ANY KIND IN ADDITION TO OR EXCEEDING THE WARRANTY SUPPLIED OR OFFERED BY THE RESPECTIVE MANUFACTURER OR SUPPLIER, which shall be transferred or assigned to Client, if possible, and Client's recovery is limited to recovery against such manufacturer or supplier for breach of any applicable warranties of manufacturer or supplier. In the event of a claim by Client for breach of product warranty, ROK must follow the warranty policy established by the manufacturer. This policy may require return of the warranted item to the manufacturer for repair. At Client's request, ROK agrees to take all actions reasonably necessary or appropriate to secure Client's rights and to protect its interests under such third-party warranties. Work performed by ROK, not covered by product warranty, will be billed to Client at the applicable ROK rate.
2. **Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SOW, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. USE AND RELIANCE ON THE SERVICES ARE AT Client's OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SOW, ROK EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY RELATING TO THE SERVICES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SOW, ROK EXPRESSLY DISCLAIMS ANY THAT USE OF OR ACCESS TO THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, FREE OF DEFECTS, OR FREE OF TECHNICAL PROBLEMS.**
3. **Limitation of Liability.** ROK'S LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, IS ABSOLUTELY LIMITED TO CORRECTION OF ANY NONCONFORMITIES IN ANY SERVICES, OR REFUND OF THE PURCHASE PRICE, OR REFUND OF SPECIFIC AMOUNTS PAID FOR PRODUCTS OR SERVICES WHICH FAIL TO CONFORM, AT ROK'S SOLE OPTION AND THE AGGREGATE AMOUNT THEREOF FOR ALL CLAIMS RELATING TO ANY PARTICULAR PRODUCT OR SERVICE SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO ROK UNDER THIS AGREEMENT FOR THE PARTICULAR PRODUCT OR SERVICES WHICH GIVE RISE TO THE CLAIM. EXCEPT FOR THEIR INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, GENERAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING LOST PROFITS, LOST SAVINGS, LOSS OF DATA OR LOSS OF USE), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE REASONABLY FORESEEN SUCH DAMAGES, NOR FOR ANY CLAIMS ARISING FROM Client's USE OR TRANSFER OF ANY SERVICES SOLD HEREUNDER. NO ACTION, REGARDLESS OF THE FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENTS WHICH GAVE RISE TO THE CAUSE OF ACTION. THE PRICING OF ALL SERVICES AND THE TERMS AND CONDITIONS OF ALL SALES ARE BASED UPON THIS LIMITATION OF LIABILITY.

## K. NON-SOLICITATION

During the term of this Agreement and for a period of one (1) year following the end of this Agreement, neither Party will (i) offer employment to any employee of the other Party; or (ii) attempt to directly or indirectly induce any employee of the other Party to terminate his or her employment. In the event of a breach of this section, money or damages may not be an adequate remedy, and, therefore, in addition to any other legal or equitable remedies, each Party shall be entitled to seek an injunction against such breach. The obligations set forth in this section are independent covenants and shall survive termination of this Agreement. Notwithstanding the foregoing, each Party shall be free to offer employment to any employee or subcontractor that directly contacts such Party in response to general public advertisement of employment opportunities (including the use of employment agencies and recruiters).

## L. DISPUTE RESOLUTION

**Governing Law.** This Agreement, including without limitation this Agreement's interpretation, shall be treated as though this Agreement were executed and performed in the State of Florida, and shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of law principles. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either Party.

1. **Elective Arbitration.** Except to the extent not preempted by the federal arbitration act, 9 U.S.C. §1 et seq. (1970), any claim or controversy arising out of, or relating to, any provision of this contract, or the breach thereof, shall upon the written demand of any Party, and if consented to by official action by the City of Pembroke Pines Commission, may be settled by three (3) arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association, to the extent consistent with the laws of the state of Florida. The location of the arbitration shall be the AAA facility in or nearest to Pembroke Pines, Florida, or such other venue as agreed upon in writing by the Parties. An election by any Party to arbitrate under this paragraph shall be binding on all other Parties and their heirs, successors, and assigns. The AAA fees shall be divided equally between the Parties unless otherwise determined by the arbitrators.
2. **Venue.** Subject to and without waiving the arbitration agreement in the preceding paragraph, the proper and exclusive venue for any judicial action between the Parties—including any remedies in aid of arbitration, such as a petition to compel arbitration or confirm an arbitration award—shall be the state and federal courts located in or nearest to Broward County, Florida. The Parties stipulate to and agree to waive any objection to the personal jurisdiction and venue of such courts, and further expressly submit to extraterritorial service of process.
3. **Legal Fees.** If any dispute arises between the Parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing Party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees, litigation costs (including arbitration fees and court fees), and any other relief it may be awarded.

## M. CONFIDENTIALITY

**Confidential Information.** "Confidential Information" shall mean and include all of the proprietary, non-public information of either Party disclosed pursuant to or in furtherance of this Agreement including but not limited to all Technical Information as defined herein, information related to ROK fees, and Client's information technology systems, policies, and procedures, and any information relating to markets, customers, products, patents, inventions, procedures, methods, designs, object code, data, programs, improvements, training materials,

workflows, and works of authorship. Notwithstanding the foregoing, "Confidential Information" shall not include any information, that the recipient can demonstrate through its records (i) was in its knowledge or possession prior to disclosure by the discloser, (ii) was in the public domain at the time of disclosure or subsequently entered the public domain through no fault of recipient, or (iii) was disclosed to recipient by a third party with the right to make such a disclosure.

1. **Duty of Nondisclosure.** It is expected that, appurtenant to this Agreement, each Party to this may disclose certain Confidential Information to the other Party. Each Party shall refrain from using or exploiting any Confidential Information of the other Party for any purposes or activities other than those specifically authorized in this Agreement or otherwise required by law, including Ch. 119, Florida Statutes. Each Party represents and warrants that it will hold Confidential Information in confidence and protect Confidential Information to the same extent and by the same means it uses to protect the confidentiality of its own proprietary or confidential information that it does not wish to disclose. Neither Party shall disclose or facilitate disclosure of Confidential Information of the other Party to anyone except its employees, independent contractors, or legal or tax advisors who are authorized according to this Agreement and who have a "need to know such information." Each Party shall ensure that the employees, independent contractors, or legal or tax advisors to whom the Confidential Information is disclosed comply with their obligations under this Agreement with respect to the Confidential Information.
2. **Survival.** Each Party's duty of confidentiality with respect to all Confidential Information it receives hereunder will survive termination or expiration of this Agreement and will be binding upon each Party's successors and assigns. Upon termination or expiration of this Agreement, all Confidential Information made available hereunder, including copies thereof, shall be returned to the disclosing Party or shall be certified as destroyed at the request of the disclosing Party. the Parties may disclose, or may have disclosed, to each other, both orally and in writing or in other tangible form, certain confidential information with respect to each Party's business, as well as the Services provided under this Agreement. The Parties hereby agree to keep such information and the terms of this Agreement confidential. The Parties shall not disclose to any other person (except for legal, tax and financial advisors) any information relating to this Agreement or its subject matter and shall treat as confidential all information and documents relating hereto.
3. **Disclosure to Subcontractors.** Notwithstanding any other provision of this Section, ROK shall be authorized to disclose Client's Confidential Information to subcontractors, contractors or employees of a ROK entity who have a legitimate business need to have access to such information. ROK shall be responsible for any breach of this Agreement caused by any of its subcontractors, employees or agents.
4. **Confidentiality of Agreement.** Neither Party may disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other Party, such consent shall not be unreasonably withheld. Any press release or publication regarding this Agreement is subject to prior review and written approval of the Parties.

## **N. INTELLECTUAL PROPERTY**

**Pre-Existing IP.** Each Party will retain the exclusive ownership of all of its pre-existing intellectual property, Confidential Information and materials, including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology that are owned by a Party prior to commencement of any Services hereunder, or that are otherwise developed by or for such Party outside the scope of this Agreement.

1. **ROK IP.** Except as otherwise expressly set forth in this Agreement or an applicable SOW, ROK owns and will continue to own all right, title, and interest in and to the Services, products, deliverables, data collection tools, reports, scripts, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology provided or developed by ROK (or a third party acting on ROK's behalf) pursuant to this Agreement, including modifications, enhancements, improvements or derivative works of any of the foregoing, regardless of who first conceives or reduces to practice, and all intellectual property in any of the foregoing (collectively "**ROK IP**").
2. **Client IP.** As between Client and ROK, Client at all times retains all right, title and interest in and to all of Client's data and applications provided by Client to ROK hereunder, Client's pre-existing technology and all intellectual property that is developed by Client or by a third party on Client's behalf thereafter, other than ROK intellectual property.
3. **Third-Party Products.** Third party products will always be owned by the applicable third party and will be subject to any applicable third Party license terms.

## O. INDEMNIFICATION

1. **Duty.** ROK, on its own behalf, and on behalf of its respective third-party partners, affiliates, owners, directors, employees, agents, successors, and assigns (collectively, the "**Indemnitor**") will defend, indemnify, and hold harmless the Client and its third-party partners, affiliates, owners, directors, employees, agents, successors, and assigns (collectively, the "**Indemnitee**") from and against all claims, actions, losses, liability, damages, costs, and expenses (including reasonable attorneys' fees and expenses) (collectively, "**Claims**") arising from or related to: (i) any gross negligence or willful misconduct by Indemnitor; (ii) any breach of this Agreement by the Indemnitor; (iii) any violation or alleged violation by Indemnitor of any applicable foreign or domestic, federal, state or local statutes, laws, ordinances, rules and regulations or industry standards; and (iv) any violation or alleged violation by Indemnitor of the rights of any third party, including without limitation, intellectual property rights.
2. **Claim Procedure.** The Indemnitee will provide Indemnitor with prompt written notice of the Claim for which the Indemnitee intends to claim such indemnification, and Indemnitor shall have the right to participate in, and, to the extent the Indemnitor so desires, to assume sole control of the defense thereof with counsel selected by the Indemnitor; provided, however, and notwithstanding the foregoing, that the Indemnitee shall have the absolute right to retain their own counsel, with the fees and expenses to be paid by the Indemnitee. Indemnitor will have no authority to settle any Claim on the Indemnitee's behalf without the written consent of the Indemnitee. Nothing in this Section shall limit any other remedy of the parties. These obligations will survive any termination of the Agreement.
3. The Parties acknowledge that Client shall remain responsible for any liability resulting from its own actual or alleged negligence, willful misconduct, acts or omissions during performance of this Agreement, subject to the rights and immunities afforded to it under the common law and §768.28, Florida Statutes, as may be amended from time to time.
4. Nothing contained herein nor in any SOW is intended nor shall be construed to waive Client's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

## P. GENERAL PROVISIONS

**Entire Understanding.** This Agreement, along with all Exhibits and Appendices incorporated by reference herein, and all SOWs executed by the Parties pursuant to this Agreement, contains the entire understanding of the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements and understandings, whether written or oral. There are no restrictions, promises, covenants, or understandings other than those expressly set forth herein, and no rights or duties on the part of either Party are to be implied or

inferred beyond those expressly provided for. To the extent ROK is required to click to agree or accept any written terms of Client in order to provide the Services (e.g., accepting Client's website terms to access Client's designated environment), the Parties understand and agree that such act is the result of a technological requirement and is of no binding effect upon the Parties.

1. **Severance.** If any provision of this Agreement is held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions shall not be affected by such holding. The Parties agree to negotiate and amend in good faith such provision in a manner consistent with the intentions of the Parties as expressed in the Agreement, if any invalid or unenforceable provision affects the consideration of either Party.
2. **Modifications and Additions.** No modifications or additions to the terms and conditions of this Agreement shall be binding unless in a formal amendment and signed by both Parties.
3. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party may assign the terms or conditions of this Agreement to a third party, affiliated entity, or related division without the prior written consent of the other Party.
4. **Notices.** All notices provided in connection with this Agreement will be in writing and will be delivered by email and either (i) certified or registered mail, postage prepaid and return receipt requested or (ii) overnight delivery courier (e.g., FedEx) and will be deemed effective upon receipt by the authorized representative at the address provided below:

**Client:** Charles F. Dodge, City Manager, City of Pembroke Pines, 601 City Center Way, 4<sup>th</sup> Floor, Pembroke Pines, FL 33025, Telephone : (954) 450-1040

**Copy to:** Samuel S. Goren, City Attorney, Goren, Cherof, Doody & Ezrol, P.A., 3099 East Commercial Blvd., Suite 200, Fort Lauderdale, FL 33308, Telephone: (954) 771-4500

**ROK:** Alexandra Coleman, CEO, 1501 Belle Isle Ave, Suite #110, Mount Pleasant, SC 29464, Telephone (843) 577-3192

5. **Force Majeure** – ROK may, without liability, suspend or delay performance or cancel this Agreement on account of force majeure or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty.
6. **Waiver.** No waiver by either Party of any breach of this Agreement, no matter how long continuing or how often repeated, shall be deemed a waiver of any subsequent breach thereof, nor shall any delay or omission on the part of either Party to exercise any right, power, or privilege hereunder be deemed a waiver of such right, power, or privilege.
7. **Counterparts.** 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 the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
8. **Insurance.**
  1. ROK expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by ROK shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Client or its officers, employees, agents and instrumentalities as herein required.
  2. ROK AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until ROK has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a

Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

3. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Client's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
4. Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the Client in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either ROK or their Insurance Broker must agree to provide notice.
5. Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the Client. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, ROK shall furnish, at least forty-five (45) calendar 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. ROK shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. ROK shall be liable to Client for any lapses in service resulting from a gap in insurance coverage.
6. REQUIRED INSURANCE. ROK shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:
  1. Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
    1. Each Occurrence Limit - \$1,000,000
    2. Personal & Advertising Injury Limit - \$1,000,000
    3. General Aggregate Limit - \$2,000,000
    4. Products & Completed Operations Aggregate Limit - \$2,000,000

Aggregate Reduction: ROK shall advise the Client in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, ROK will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the Client with a new certificate of insurance showing such coverage is in force.

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Client's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

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

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee
3. Cyber Liability, including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the Client. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Client's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

#### 7. REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
  2. Waiver of all Rights of Subrogation against the Client.
  3. Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the Client.
  4. ROK's policies shall be Primary & Non-Contributory.
  5. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Client.
  6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.
  8. Any and all insurance required of ROK 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 Client as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by ROK and provided proof of such coverage is provided to Client. ROK and any subcontractors shall maintain such policies during the term of this Agreement.
  9. The Client reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
  10. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability ROK has assumed in the indemnification/hold harmless section(s) of this Agreement.
9. **Non-Discrimination and Equal Opportunity Employment.** During the performance of the Agreement, neither ROK nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. ROK 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. ROK 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. ROK further agrees that ROK will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10. **Independent Contractor.** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that ROK is an independent contractor under the Agreement and not the Client's employee for all 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. ROK shall retain sole and absolute discretion in the judgment of the manner and means of carrying out ROK's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under the Agreement shall be those of ROK, which policies of ROK shall not conflict with City, State, or Federal policies, rules or regulations relating to the use of ROK's funds provided for herein. ROK agrees that it is a separate and independent enterprise from the Client, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. The Agreement shall not be construed as creating any joint employment relationship between ROK and the Client and the Client will not be liable for any obligation incurred by ROK, including but not limited to unpaid minimum wages and/or overtime premiums.

11. **Public Records.**

1. The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. ROK shall comply with Florida's Public Records Law. Specifically, ROK shall:
  1. Keep and maintain public records required by the Client to perform the service;
  2. Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  3. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, ROK shall destroy all copies of such confidential and exempt records remaining in its possession after ROK transfers the records in its possession to the Client; and
  4. Upon completion of the Agreement, ROK shall transfer to the Client, at no cost to the Client, all public records in ROK's possession. All records stored electronically by ROK must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.
2. The failure of ROK to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the Client may terminate the Agreement in accordance with the terms herein.

**IF ROK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ROK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS**

**AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
601 CITY CENTER WAY, 4th FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050**

**[drogers@ppines.com](mailto:drogers@ppines.com)**

12. **Scrutinized Companies.** ROK, 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:
  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
  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:
    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
    2. Is engaged in business operations in Syria.
13. **Access to Records.** Upon request and reasonable notice, Client shall have access and the right to examine any books, documents, accounting records, data, logs, reports and other records directly pertinent to ROK's performance pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to Client upon termination of Agreement. As required by Ch. 119, Florida Statutes, records related to the Agreement may be public records open for inspection unless an applicable exception applies and shall be retained pursuant to the State of Florida General Records Schedule GS1-SL.
14. **E-Verify.**
  1. ROK 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.
    1. Definitions for this Section.
      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.
      2. "Contractor" includes, but is not limited to, a vendor or consultant.
      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. "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.
    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:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
  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
  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.
15. **Human Trafficking.** Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with Client 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 Agreement and submitting the executed required affidavit, ROK represents and warrants that it does not use coercion for labor or services as provided by state law.
16. **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 Agreement, the COLLEGE represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.
17. **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 Agreement, ROK certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. 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 Client consistent with Section 287.137, Florida Statutes, as amended.

18. **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 Agreement, ROK represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.
19. **Compliance with Foreign Entity Laws.** ROK ("Entity") hereby attests under penalty of perjury the following:
1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
  2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
  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);
  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: § 288.007(2), Florida Statutes);
  5. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
  6. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS FOLLOWS

**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: 03/14/2025

ENTITY: **ROK TECHNOLOGIES, LLC**

SIGNED BY: 

NAME: Alexandra Coleman

TITLE: CEO



# City of Pembroke Pines, FL

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

## Agenda Request Form

### Agenda Number: 9.

**File ID:** 25-1422

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 03/19/2025

**Short Title:** Contracts Database Report - April 2nd, 2025

**Final Action:** 04/02/2025

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

(A) Dr. Joanne Nemiroff, LLC. - School Psychology Services for the City's Charter Schools - Renewal

(B) EdTech Holdings, LLC. through its wholly owned subsidiary Schoolmint, Inc. - Schoolmint Lottery and Student Enrollment Solution for the City's Charter Schools - Renewal

(C) LeadsOnline Parent, LLC. d/b/a LeadsOnline, LLC. - LeadsOnline PowerPlus Real Time Crime (RTC) Investigation System & CellHawk Subscription - Renewal

(D) Magnet Forensics - Graykey Software License for the City's Police Department - Renewal

(E) ROK Technologies, LLC - ERI ARC GIS Managed Cloud Services - Renewal

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

(F) Ferguson Enterprises, LLC. - Utilities Fittings and Accessories - Non-Renewal

(G) Hawkins Water Treatment Group, Inc. - Purchase of Ammonia Sulfate 40% - Non-Renewal

(H) Marlin Engineering, Inc. - Traffic Engineering/Professional Services - Non-Renewal

**Agenda Request Form Continued (25-1422)**

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(I) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt) CO-OP - Non-Renewal

\*Agenda Date: 04/02/2025

Agenda Number: 9.

**Internal Notes:**

**Attachments:** 1. Contracts Database Report - April 2, 2025, 2. A. Dr. Joanne Nemiroff, LLC. - School Psychologist (AB), 3. B. EdTech Holdings LLC (SchoolMint) Lottery & Student Application Agreement 2022 (AB), 4. C. Leads Online LLC - PowerPlusRTC & CellHawk (AB), 5. D. Magnet Forensics, LLC. - Graykey Software (AB), 6. E. ROK\_Technologies\_MSA\_SLA\_SoW (All Backup), 7. F. Ferguson Enterprises, LLC. - Utilities Fittings and Accessories (AB), 8. G. Hawkins, Inc. - Piggyback for Purchase of Ammonia Sulfate 40% (AB), 9. H. Marlin Engineering-Traffic Engineering (AB), 10. I. Morton Salt - Purchase of Sodium Chloride (Solar Salt) (AB)

**Related Files:**

1 City Commission 04/02/2025 approve Pass  
**Action Text:** A motion was made to approve on the Consent Agenda  
Aye: - 5 Mayor Castillo, Commissioner Good Jr., Commissioner Rodriguez,  
Commissioner Schwartz, and Vice Mayor Hernandez  
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) Dr. Joanne Nemiroff, LLC. - School Psychology Services for the City's Charter Schools - Renewal**

1. On March 8, 2023, the City entered into an Agreement with Dr. Joanne Nemiroff, LLC. for the provision of school psychology services for the City's Charter Schools, for an initial one (1)

Agenda Request Form Continued (25-1422)

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year period, which expired on June 30, 2024.

2. Section 3.1 of the Original Agreement allows for the renewal of the Agreement for two (2) additional, one (1) year terms, upon mutual consent of the Parties, evidenced by written Amendments, extending the term thereof.

3. On May 6, 2024, the City entered into the First Amendment to the Original Agreement to increase the hourly rate from \$60.00 to \$65.00, to also increase the annual compensation amount from \$24,000.00 to \$26,000.00, and to renew the term for an additional one (1) year period, which expires on June 30, 2025.

4. The City’s Charter Schools recommends that the City Commission approve this Second Amendment to renew the term for an additional one (1) year period, which shall commence on July 1, 2025, and expire on June 30, 2026, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

a) **Renewal Cost:** \$26,000.00

b) **Amount budgeted for this item in Account No:** \$26,000.00 in account No: 173-569-5061-531310-6130-310-0000

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

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

	SCH FY 25-26
Revenues	\$0.00
Expenditures	\$26,000.00
Net Cost	\$26,000.00

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

**(B) EdTech Holdings, LLC. through its wholly owned subsidiary Schoolmint, Inc. - Schoolmint Lottery and Student Enrollment Solution for the City’s Charter Schools - Renewal**

1. On June 15, 2022, the City Commission approved to enter into an Agreement with EdTech Holdings, LLC. through its wholly owned subsidiary Schoolmint, Inc. for the provision of the

**Agenda Request Form Continued (25-1422)**

Schoolmint Lottery and Student Enrollment Solution for the City’s Charter Schools, for an initial three (3) year period, which expires on June 30, 2025.

2. The Original Agreement allows for the renewal of the Agreement for additional periods upon mutual consent of the Parties, evidenced by written Amendments extending the term thereof.

3. On July 27, 2023, the City executed the First Amendment to the Original Agreement to reduce the compensation amount for Year 2 from \$31,989.43 to \$25,591.55.

4. The Technology Services Department recommends that the City Commission approve this Second Amendment to renew the term for an additional three (3) year period, which shall commence on July 1, 2025, and expire on June 30, 2028, and to increase the compensation amount to \$111,183.45 for the three (3) year term, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** \$111,183.45

**b) Amount budgeted for this item in Account No:** Budget will be coming from the following Charter School “Other Svs-IT accounts”:

- East Elementary, 170-569-5051-534995-7300-359-0000-00550
- West Elementary, 170-569-5051-534995-7300-359-0000-00551
- Central Elementary, 170-569-5051-534995-7300-359-0000-00552
- West Middle, 171-569-5052-534995-7300-359-0000-00553
- Central Middle, 171-569-5052-534995-7300-359-0000-00554
- Academic Village, 172-569-5053-534995-7300-359-0000-
- FSU Elementary, 173-569-5061-534995-7300-359-0000-

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

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

	FY2025-2026	FY2026-2027	FY2027-2028
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$35,268.35	\$37,031.76	\$38,883.35
Net Cost	\$35,268.35	\$37,031.76	\$38,883.35

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

**FEASIBILITY REVIEW:**

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

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

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

**Labor for this service?** Not Applicable

**(C) LeadsOnline Parent, LLC. d/b/a LeadsOnline, LLC. - LeadsOnline PowerPlus Real Time Crime (RTC) Investigation System & CellHawk Subscription - Renewal**

1. On May 15, 2019, the City entered into an Agreement with LeadsOnline Parent, LLC. dba LeadsOnline, LLC, for an initial, one (1) year period, at a cost of \$12,779.00, and which expired on May 14, 2020.
2. LeadsOnline provides the City's Police Department with the LeadsOnline RTC Investigation System, which has the capability of taking automated feed of cases from the Police Departments report writing system and automatically search relevant case information against LeadsOnline's nationwide data. The RTC feature sorts the data with the highest level of solvability and automatically notifies the investigators when leads are discovered. Furthermore, LeadsOnline provides the PD with the CellHawk Subscription, which is a web-based application that allows detectives to map, connect, and analyze call detail records and digital location evidence. CellHawk extracts critical information from location and communications records, creates simple and accurate visuals of the data, protects and maintains the integrity of the evidence, and removes labor intensive aspects of analyzing digital evidence. In addition, CellHawk increased the City's capacity for storage within the Leads System.
3. The Original Agreement allows for the option to renew for additional, one (1) year periods evidenced by the vendor's submission of a valid invoice for the subsequent renewal year and the City's payment of such invoice.
4. On April 15, 2020, the Parties authorized the renewal of the Original Agreement for an additional one (1) year period, at a cost of \$13,162.00, and which expired on May 14, 2021.
5. On February 24, 2021, the Parties authorized the renewal of an additional one (1) period, at a cost of \$13,557.00, and which expired on May 14, 2022.
6. On February 15, 2022, the Parties executed the First Amendment to the Original Agreement to renew for an additional one (1) year period, at a cost of \$14,506.00, and which expired on May 14, 2023.
7. On May 4, 2023, the Parties executed the Second Amendment to the Original Agreement to include the CellHawk CDR Mapping and Analysis System Service for an additional \$5,411, and to renew the term for an additional one (1) year period which expired on May 14, 2024.
8. On April 23, 2024, the Parties executed the Third Amendment to the Original Agreement to increase the total annual amount from \$21,849 to \$22,734, and to renew the term for an additional one (1) year period, which expires on May 14, 2025.
9. On August 27, 2024, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to upgrade the LeadsOnline PowerPlus service to the LeadsOnline Real Time

**Agenda Request Form Continued (25-1422)**

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Crime (RTC) Investigation System. The upgrade to the RTC Investigation System increased the cost of the contract value by \$9,998, for a total annual amount not to exceed \$32,732 for the period through May 14, 2025.

10. The City’s Police Department recommends that the City Commission approve this Fifth Amendment to increase the annual compensation amount to \$33,714.00, and to renew the term for an additional one (1) year period, which shall commence on May 15, 2025, and expire on May 14, 2026, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$33,714.00
- b) **Amount budgeted for this item in Account No:** \$33,714, 001-521-3001-534995-0000-000-0000- : Other Svc - IT
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5-year projection of the operational cost of the project:** \$33,714.00.

	Current FY
Revenues	\$0.00
Expenditures	\$33,714.00
Net Cost	\$33,714.00

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) Magnet Forensics - Graykey Software License for the City’s Police Department - Renewal**

1. On March 24, 2021, the City entered into an End User License Agreement (“EULA”) with Grayshift, LLC. for an initial one (1) year period, which expired on March 25, 2022, and for a contract value of \$18,075.

2. Grayshift, LLC. provides the City’s Police Department with software to aid investigators in the forensic examination of smartphone devices. This software is critical for the identification, location, and collection of forensic evidence and is crucial to the Police Department investigative activities.

**Agenda Request Form Continued (25-1422)**

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3. The End User License Agreement does not expire unless terminated. Section 12. of the original EULA, authorizes renewal of the software license for additional terms pursuant to each Quote.
4. On June 8, 2022, the Parties executed an amended EULA to incorporate new software features, and to renew the software license pursuant to Quote Q-12103-4, at a cost of \$27,995, for an additional, one (1) year period, which expired on May 31, 2023.
5. On May 31, 2023, following approval by the City Commission on March 15, 2023, the Parties renewed the term of the agreement through payment based on City's Purchase Order issued pursuant to Quote Q-21360.1, at a cost of \$30,795, for an additional, one (1) year period, which expired on June 14, 2024.
6. Effective October 2023, Grayshift, LLC. merged with, and changed its name to Magnet Forensics, LLC.
7. On May 6, 2024, pursuant to Quote #Q-318353-3, the Parties renewed the term of the agreement at cost of \$33,105.00 for an additional one (1) year period, which expires on June 14, 2025.
8. The Police Department recommends that the City Commission approve renewal of the license pursuant to Quote #Q-355566-1 at a cost of \$34,760.00, for an additional one (1) year period, which shall commence on June 15, 2025, and expire on June 14, 2026, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$34,760.00
- b) **Amount budgeted for this item in Account No:** Funds were budgeted in account # 001-521-3001-534995-0000-000-0000: Other Svc - IT
- 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

**(E) ROK Technologies, LLC - ERI ARC GIS Managed Cloud Services for the Technology Services Department - Renewal**

1. On April 25, 2022, the City entered into an Agreement with ROK Technologies, LLC. for an initial three (3) year period, which will expire on April 30th, 2025.
2. ROK Technologies, LLC has performed services related to the creation and configuration of Amazon Web Services (AWS) deployment and Geographic Information Systems (GIS) implementation and continues to provide related services to support City of Pembroke Pines ESRI software.
3. Section 11 of the Service Level Agreement allows for the parties to mutually agree to extend the term of the agreement as set forth in a written amendment signed by the parties thereto.
4. Effective November 1st, 2025, Esri is requiring that the Web Server (which hosts the ArcGIS Web adaptors) have at least 8gb of random-access memory (RAM) (instead of the current 4gb of RAM). The increased cost for the additional RAM is \$37/month plus a 3% increase due to increased costs in AWS infrastructure.
5. The Technology Services Department recommends that the City Commission approve the Renewal Agreement for an increased annual cost of \$60,924.00 and for a term commencing on May 1, 2025, and expiring on April 30, 2028, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$182,772
- b) **Amount budgeted for this item in Account No:**  
001-513-2002-546801-0000-000-0000- | IT Maintenance Contracts
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **3-year projection of the operational cost of the project:**

	Current FY	FY 2025-26	FY 2026-27
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$60,924.00	\$60,924.00	\$60,924.00
Net Cost	\$60,924.00	\$60,924.00	\$60,924.00

- 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

**Agenda Request Form Continued (25-1422)**

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

**(F) Ferguson Enterprises, LLC. - Utilities Fittings and Accessories - Non-Renewal**

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 April 4, 2023, Seminole County renewed its Agreement with Ferguson Enterprises, LLC., for an additional one (1) year term; and, on July 6, 2023, the City Commission authorized the First Amendment to the Original Agreement, increasing the total compensation from \$200,000 to \$350,000, and extending the term for an additional one (1) year period, which expired on July 15, 2024.
4. On April 18, 2024, Seminole County renewed its Agreement with Ferguson Enterprises, LLC., for another one (1) year period; and, on June 25, 2024, the Parties executed the Second Amendment to the Original Agreement, to increase the total compensation to \$400,000 and to renew the term for an additional, and final, one (1) year period, which will expire on July 15, 2025.
5. This Agreement is presented to the City Commission for notification purposes, since the term of the Original Agreement, as amended, will expire on July 15, 2025, with no further renewal options available.

**(G) Hawkins Water Treatment Group, Inc. - Purchase of Ammonia Sulfate 40% - Non-Renewal**

1. On June 25, 2024, the City entered into an Agreement with Hawkins, Inc., utilizing the terms and pricing outlined in City of Palm Coast Solicitation ITB-UT-22-45. This agreement is for the provision of Ammonia Sulfate 40%, and will expire on August 10, 2025.
2. On August 11, 2022, the City of Palm Coast, Florida, entered into an agreement with Hawkins, Inc., pursuant to Solicitation ITB-UT-22-45, entitled "Chemicals for Water Treatment Plants", for the provision of various chemicals to be used at its Water Treatment Plants. The initial term of the agreement was one (1) year, with two (2) additional, one (1) year renewal periods.
3. In 2024, the City of Palm Coast extended its agreement for an additional, and final, one (1)

***Agenda Request Form Continued (25-1422)***

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year renewal period, which will expire on August 10, 2025.

4. This Agreement is presented to the City Commission for notification purposes, since the term of the Original Agreement will expire on August 10, 2025, with no further renewal options available.

**(H) Marlin Engineering, Inc. - Traffic Engineering/Professional Services - Non-Renewal**

1. On August 5, 2020, the City entered into an Agreement with Marlin Engineering, Inc. for an initial three (3) year period, which expired on August 4, 2023.

2. Marlin Engineering, Inc. serves in the capacity of Traffic Engineers to provide engineering reviews of traffic issues associated with new and modified projects for the Development Review Committee (DRC) and to perform traffic engineering reviews of projects submitted for permitting and miscellaneous traffic analysis and traffic engineering study services along with engineering reviews of miscellaneous projects submitted for permitting for compliance with City Standards, Codes and Engineering Standards, as requested by the Planning and Economic Development and Engineering Departments on an as needed basis.

3. Section 3.2 of the Original Agreement authorizes the renewal in writing by the parties for two (2) additional, one (1) year terms.

4. On June 13, 2023, the parties executed the First Amendment to the Original Agreement, to renew the term for a one (1) year period, which expired on August 4, 2024.

5. On June 10, 2024, the parties executed the Second Amendment to the Original Agreement, to renew the term for a final one (1) year period, which will expire on August 4, 2025.

6. This Agreement is presented to the City Commission for notification purposes, as the term of the Original Agreement, as amended, does not allow for further renewals.

**(I) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt) CO-OP - Non-Renewal**

1. On June 16, 2021, the City Commission approved to purchase Sodium Chloride Solar Salt (bulk) from Morton Salt, Inc. utilizing the CO-OP Agreement #2021-024 for an initial one (1) year period, which expired on May 30, 2022.

2. The Original CO-OP Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms.

3. To date, the City of Pembroke Pines Commission has approved to continue the purchase Sodium Chloride from Morton Salt, Inc. up to May 30, 2025.

4. This CO-OP Agreement is presented to the City Commission for notification purposes,

**Agenda Request Form Continued (25-1422)**

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since the term will expire with no further renewal terms available.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/16/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>  Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	<b>CONTACT NAME:</b> Marsh Affinity	
	<b>PHONE (A/C, No, Ext):</b> 800-743-8130	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> ADPTotalSource@marsh.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Illinois National Ins Co		23817
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>INSURED</b>  ADP TotalSource FL XVII, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Rok Technologies LLC  1501 Belle Isle Ave Ste 110 Mt Pleasant, SC 29464		

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 088407048 FL	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 All worksite employees working for Rok Technologies LLC paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Rok Technologies LLC is an alternate employer under this policy.

**CERTIFICATE HOLDER**

City of Pembroke Pines  
 601 City Center Way  
 Pembroke Pines, FL 33025

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE

Jo Phillips

**From:** [Deleon, Lilian](#)  
**To:** [Rojas, Dominique](#)  
**Cc:** [Contracts](#)  
**Subject:** FW: ROK Technologies, LLC - ESRI ARC GIS Management Cloud Services - Renewal of Services - Risk approval request  
**Date:** Monday, March 17, 2025 5:34:19 PM  
**Attachments:** [COI \(GL, Umbr, PL w Cyber\) Expires 5-15-2025.pdf](#)  
[COI \(WC\) Expires 7-1-2025.pdf](#)  
[ROK Technologies - Cloud GIS Managed Services Agreement \(ca, v\).pdf](#)  
[image001.png](#)

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Good afternoon, Dominique,

We reviewed and approved revised COI for: **ROK Technologies, LLC - ESRI ARC GIS Management Cloud Services-** as per your request.

Thanks

Lilian Deleon  
Benefits/Risk Director  
City of Pembroke Pines  
601 City Center Way 3<sup>rd</sup> Floor  
Pembroke Pines, FL 33025  
Phone: (954) 392-2093 Fax: (954)517-8406  
[ldeleon@ppines.com](mailto:ldeleon@ppines.com)  
Website: [www.ppines.com](http://www.ppines.com)  
**City Hall Hours: Monday thru Thursday 7 am-6 pm-Closed Friday**



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**From:** Rojas, Dominique <[drojas@ppines.com](mailto:drojas@ppines.com)>  
**Sent:** Monday, March 17, 2025 9:23 AM  
**To:** Deleon, Lilian <[ldeleon@ppines.com](mailto:ldeleon@ppines.com)>  
**Cc:** Contracts <[contracts@ppines.com](mailto:contracts@ppines.com)>  
**Subject:** ROK Technologies, LLC - ESRI ARC GIS Management Cloud Services - Renewal of Services - Risk approval request

Dear Lilian,

Good morning. Please could you review the attached certificates of insurance for the renewal agreement also attached? These are the latest ones we have on file for the existing agreement (available via the link below:

<https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:f627fb56-b76f-41af-888a-3ac13ca3a359>

We stand by to know of your approval/comments, with kindest regards,

**Dominique Rojas** • Senior Contracts Specialist

Finance Department

**City of Pembroke Pines**

601 City Center Way, Pembroke Pines, FL 33025

Direct: 954-392-9436

Email: [drojas@ppines.com](mailto:drojas@ppines.com)

Main: 954-392-9435

Team Email: [contracts@ppines.com](mailto:contracts@ppines.com)

[www.ppines.com](http://www.ppines.com)

**City Hall hours: Monday–Thursday 7am-6pm (closed on Fridays)**